

THE STATE OF NEW HAMPSHIRE
SUPERIOR COURT
NORTHERN DISTRICT OF HILLSBOROUGH COUNTY

I, W. Michael Scanlon, Clerk of the Superior Court of the State of New Hampshire, for the County of Hillsborough Northern District, the same being a court of record having a seal, and having custody of the records of the said Superior Court, do hereby certify that the attached is a true copy of All the Pleadings in the action 216-2016-cv-647 Sasha Wenzel, et al v. National Creditors Connection, Inc, et al at this September Term, 2016 of said Superior Court.

In witness whereof I have hereunto set my hand and affixed the seal of said Superior Court this fifteenth day of November, 2016

W. Michael Scanlon

Clerk, Superior Court

A TRUE COPY
ATTEST:

W. Michael Scanlon
Clerk

THE STATE OF NEW HAMPSHIRE

HILLBOROUGH, SS
NORTH

SUPERIOR COURT

SASHA WENZEL and
ERIC DANEAULT,

Plaintiffs,

v.

NATIONAL CREDITORS CONNECTION, INC.
and CARRINGTON MORTGAGE SERVICES,

Defendants.

) Case No.: 216-2016-CV-00647

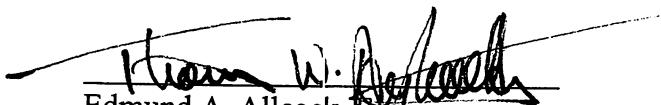
DEFENDANTS' NOTICE OF FILING NOTICE OF REMOVAL

Defendants, National Creditors Connection, Inc. and Carrington Mortgage Services (collectively, "Defendants"), in the above captioned matter, hereby provide notice of the removal of this cause from the Hillsborough County Superior Court to the United States District Court for the District of New Hampshire pursuant to 28 U.S.C. §§ 1441 and 1446.

By virtue of 28 U.S.C. 1446(d), the Hillsborough County Superior Court is therefore without jurisdiction to undertake further proceedings with regard to the above captioned matter.

Respectfully submitted,
National Creditors Connection, Inc. and
Carrington Mortgage Services

By their attorney



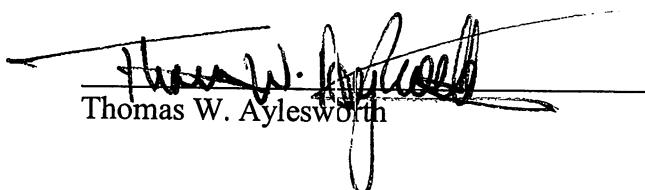
Edmund A. Allcock, Esq.
NH Bar Identification No. 16196
Thomas W. Aylesworth, Esq.
NH Bar Identification No. 12065
MARCUS, ERRICO, EMMER &
BROOKS, P.C.
45 Braintree Hill Office Park, Suite 107
Braintree, MA 02184
(781) 843-5000

Dated: November 7, 2016

CERTIFICATE OF SERVICE

I hereby certify that, on November 7, 2016, true and correct copies Defendants' Notice of Filing Notice of Removal was served via first class mail on the following:

Keith A. Mathews, Esq.
Associated Attorneys of New England
587 Union Street, 2nd Floor
Manchester, NH 03104



Thomas W. Aylesworth

Merrimack County Sheriff's Office

SHERIFF SCOTT E. HILLIARD
333 Daniel Webster Hwy
Boscawen, NH 03303
Phone: 603-796-6600

NATIONAL CREDITORS CONNECTION, INC.
10 FERRY ST #313
CONCORD, NH 03301

AFFIDAVIT OF SERVICE

MERRIMACK, SS

10/7/16

I, SERGEANT MARK J LOOMIS, on this date at 1030 a.m./p.m., summoned the within named defendant NATIONAL CREDITORS CONNECTION, INC. as within commanded, by leaving at the office of Registered Agent Corporation Service Company, d/b/a Lawyers Incorporating Service, 10 Ferry Street, Suite 313, Concord, said County and State of New Hampshire, its true and lawful agent for service of process under and by virtue of Chapter 293-A New Hampshire RSA, as amended, a true and attested copy of this Summons and Complaint.

FEES

Service	\$25.00
Postage	1.00
Travel	15.00

TOTAL	<u>\$41.00</u>
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SERGEANT MARK J LOOMIS
Merrimack County Sheriff's Office

RECEIVED COPY

THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT

RECEIVED COPY

Hillsborough Superior Court Northern District
300 Chestnut Street
Manchester NH 03101

Telephone: 1-855-212-1234
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

SUMMONS IN A CIVIL ACTION

Case Name: **Sasha Wenzel, et al v National Creditors Connection, Inc., et al**
Case Number: **216-2016-CV-00647**

Date Complaint Filed: September 14, 2016

A Complaint has been filed against Carrington Mortgage Services; National Creditors Connection, Inc. in this Court. A copy of the Complaint is attached.

The Court ORDERS that ON OR BEFORE:

October 30, 2016	Eric Daneault; Sasha Wenzel shall have this Summons and the attached Complaint served upon Carrington Mortgage Services; National Creditors Connection, Inc. by in hand or by leaving a copy at his/her abode, or by such other service as is allowed by law.
November 20, 2016	Eric Daneault; Sasha Wenzel shall file the return(s) of service with this Court. Failure to do so may result in this action being dismissed without further notice.
30 days after Defendant is served	Carrington Mortgage Services; National Creditors Connection, Inc. must file an Appearance and Answer or other responsive pleading form with this Court. A copy of the Appearance and Answer or other responsive pleading must be sent to the party listed below and any other party who has filed an Appearance in this matter.

Notice to Carrington Mortgage Services; National Creditors Connection, Inc.: If you do not comply with these requirements you will be considered in default and the Court may issue orders that affect you without your input.

Send copies to:

Keith A. Mathews, ESQ

Associated Attorneys of New England
587 Union Street
Manchester NH 03104

BY ORDER OF THE COURT

September 15, 2016

W. Michael Scanlon
Clerk of Court

(375)

THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS.
NORTH

SUPERIOR COURT

SASHA WENZEL,
and
ERIC DANEAULT
Plaintiffs,

v.

NATIONAL CREDITORS CONNECTON, INC
And
CARRINGTON MORTGAGE SERVICES
Defendants.

Case No.:

**PLAINTIFFS' ORIGIONAL COMPLAINT
AND REQUEST FOR JURY TRIAL**

INTRODUCTION

1. This is an action for damages and equitable relief brought by a homeowner against the Defendants for the mishandling of the loan, misrepresentations, other claims related to breach of contract and violations of federal law which forced their loan in to default and in danger of foreclosure.

PARTIES

2. The Plaintiffs Sasha Wenzel and Eric Daneault are individuals who own the dwelling located at 1454 Union Street, Manchester, NH 03104("home").

3. Defendant National Creditors Connection, Inc. ("NCCI") is a corporation with a principal place of business located at 14 Orchard Road, Suite 200, Lake Forest, CA 92630.

4. Defendant has a registered agent in state by the name and address of Lawyers Incorporating Service, 10 Ferry Street S313, Concord, NH 03301.

5. Defendant Carrington Mortgage Services, LLC is a servicer acting on behalf of Bank of America with a principal address of 1600 South Douglass Rd., STE 200-A & 110, Anaheim CA 92806.
6. Defendant Carrington Mortgage Services, LLC has a registered agent in the state by the name and address of CT Corporation System, 9 Capital Street, Concord, NH 03301.

JURISDICTION AND VENUE

7. Jurisdiction in this Court is proper because the Plaintiffs reside in this jurisdiction; the property in question is located in this jurisdiction, and the acts and omissions giving rise to this action occurred in New Hampshire.
8. Venue is proper in the Superior Court because the amount in controversy exceeds \$1,500.00.

FACTS

9. The Plaintiffs bring this action as a result of several illegal and wrongful actions taken in the servicing and holding of the Plaintiffs' Mortgage.
10. Through their violations of RESPA and common law the Defendants have caused two homeowners ready to make their full mortgage payments in a timely manner to fall in to arrears on the loan, putting them in danger of losing their home.
11. On June 10th, 2016 the Plaintiffs were mailed the letter attached hereto as exhibit A.
12. That letter indicated that servicing of the Plaintiffs' loan would be transferred to Carrington Mortgage Services, LLC on July 1, 2016.
13. The Plaintiffs never received any notice from Carrington Mortgage Services, LLC that they were taking over servicing of the loan.
14. Before the servicing transfer each of the Plaintiffs' payments were processed and applied to their loan.

15. Before the servicing transfer none of the Plaintiffs' payments were returned to them.
16. After the servicing transfer the Plaintiffs' payments began to be returned to them after two payments were accepted and cashed.
17. The Defendant Carrington Mortgage Services, LLC added late fees and other fees to the Plaintiffs Loan.
18. On August 5, 2016 the Plaintiffs were sent the notice attached hereto as exhibit B.
19. This notice is a collection letter from defendant NCCI which specifically indicates that it is an attempt to collect a debt for Carrington Mortgage Services, LLC.
20. On August 10, 2016 Plaintiffs were sent the notice attached hereto as exhibit C.
21. This notice is a notice of intent to foreclose set by Carrington Mortgage Services, LLC.
22. Throughout the month of August the Plaintiffs received calls from Defendant Carrington Mortgage Services on Ms. Wenzel's personal cell phone.
23. The Plaintiffs received at least 4 of these calls within the month of August.
24. These calls left messages that were primarily silent, consistent with the use of an auto or predictive dialer to make the calls.
25. One of these messages contains dead air until communicating the message "f*** you" to the Plaintiffs.
26. The Plaintiffs never gave the Defendant authorization to contact their cell phone with an auto or predictive dialer.
27. These calls did not give the Plaintiffs an option to opt out of receiving additional calls.
28. The Plaintiffs wish to continue to pay their loan, which was placed in to arrears during a servicer transfer.

ALLEGATIONS REQUIRING LEGAL & EQUITABLE CONSIDERATION

Count I: VIOLATIONS OF RESPA 12 USC 2605

Carrington Mortgage Services, LLC Only

29. Plaintiffs repeat, and re-allege each and every allegation contained herein as if fully stated within this count.
30. Under RESPA “Each servicer of any federally related mortgage loan shall notify the borrower in writing of any assignment, sale, or transfer of the servicing of the loan to any other person.” 12 USC 2605(b)(1)
31. This notice was never sent by Carrington Mortgage Services, LLC nor received by the Plaintiffs.
32. Carrington Mortgage Services, LLC failed to treat the Plaintiffs’ payments as required by 12 USC 2605(d) during the 60 day period beginning at the effective date of transfer.
33. Carrington Mortgage Services, LLC charged the Plaintiffs late and other fees despite receiving payments before their due dates.
34. Carrington Mortgage Services, LLC went so far as to return the Plaintiffs payments and attempt late fee collection efforts during that 60 day period.
35. These actions blatantly violate RESPA 12 USC 2605.

Count II: Negligent Misrepresentation

Carrington Mortgage Services, LLC Only

36. Plaintiffs repeat, and re-allege each and every allegation contained herein as if fully stated within this count.
37. A cause of action is stated by a “negligent misrepresentation of a material fact by the defendant and justifiable reliance by the plaintiff.” *See Snierson v. Scruton*, 145 NH 73, 78 (2000).

38. Negligent misrepresentation is an exception to the economic loss doctrine when the Plaintiff alleges “independent, affirmative misrepresentations unrelated to the performance of the contract.” Wyle v. Lees, 162 N.H. 406, 412 (2011).
39. “It is the duty of one who volunteers information to another not having equal knowledge, with the intention that he [or she] will act upon it, to exercise reasonable care to verify the truth of his [or her] statements before making them.” Id. quoting Patch v. Arsenault, 139 N.H. 313, 319 (1995).
40. The Defendants are entities whose course of business includes completing transactions in which they have pecuniary interests.
41. In the course of such business, the Defendants supplied information for the guidance of the Plaintiff in said business transactions.
42. The Defendants supplied this information from positions of superior knowledge.
43. The Defendants have made inconsistent, inaccurate, and misleading representations regarding the mortgage at issue and the payments of the Plaintiffs.
44. These representations lead the Plaintiffs to believe that their payments were timely, despite Carrington Mortgage Services, LLC’s recent claims that they are not.
45. Carrington Mortgage Services, LLC has represented the loan as accumulating late and other fees that they are not allowed to collect under RESPA.
46. These additional fees increased the Defendants reinstatement amount to a level where payment is impossible.
47. The Defendants made these representations with the intent that the Plaintiffs rely thereon.
48. The Defendants’ representations were made from a position of superior knowledge.

49. By presenting themselves as experts in the field of mortgage holding and servicing and by advising the Plaintiffs regarding his loan the Defendants' owed the Plaintiffs a duty of care to make sure that these representations were accurate and communicated effectively.

50. Defendant's breach of duty and negligent misrepresentations caused the Plaintiff significant damages in alleged and erroneous costs, fees, interest, penalties and unnecessary foreclosure.

Count III: Breach of Covenant of Good Faith and Fair Dealing

Carrington Mortgage Services, LLC Only

51. Plaintiffs repeat, and re-allege each and every allegation contained herein as if fully stated within this count.

52. "In every agreement, there is an implied covenant that the parties will act in good faith and fairly with one another." Livingston v. 18 Mile Point Drive, Ltd., 158 NH 619, 624 (2009).

53. The function of the implied covenant is to "prohibit behavior inconsistent with the parties' agreed-upon common purpose and justified expectations . . . as well as 'with common standards of decency, fairness and reasonableness.'" Id. at 625, quoting Richard v. Good Luck Trailer Court, 157 N.H. 65, 70 (2008).

54. The Defendants' actions have been patently inconsistent with fairness, decency, and reasonableness.

55. The Defendants' actions have violated the covenant of good faith and fair dealing in the following ways:

- a. By keeping the Plaintiffs uninformed and off track with their loan;
- b. By refusing payments immediately upon a servicing transfer;
- c. By ignoring the Plaintiffs' ability to pay and refusing to take their payments while they continued to add interest, late payments, and other fees to the Plaintiff's loan.

56. Plaintiffs are therefore entitled to an injunction, specific performance and/or restitution damages.

Count IV: Defendant's Violations of 47 U.S.C. 227

Carrington Mortgage Services, LLC's Only

57. Plaintiffs repeat and re-allege each and every allegation contained herein as if fully stated within this count.

58. The TCPA makes it unlawful for any person to make a call using any automatic telephone dialing system or an artificial or prerecorded voice: “(iii) to the telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call.” 47 U.S.C. § 227(b)(1)(A)(ii).

59. The Statutory scheme of the TCPA provides for a private action for violations of the statute: “A person or entity may, if otherwise permitted by the laws or rules of court of a State, bring in an appropriate court of that State- (A) an action based on a violation of this subsection or the regulations prescribed under this subsection to enjoin such violation, (B) an action to recover for actual monetary loss from such a violation, or to receive \$500 in damages for each such violation, whichever is greater, or (C) both such actions.” 47 U.S.C. § 227(b)(3).

60. “If the court finds that the defendant willfully or knowingly violated this subsection or the regulations prescribed under this subsection, the court may, in its discretion, increase the amount of the award to an amount equal to not more than 3 times the amount available under subparagraph (B) of this paragraph.” 47 U.S.C. § 227(b)(3).

61. “[A]n act may be ‘intentional’ for purposes of civil liability even if the actor lacked actual knowledge that [their] conduct violated the law.” Jerman v. Carlisle, McNellie, Rini, Kramer, 130 S. Ct. 1605, 1612 (2010). *See also Kolstad v. American Dental Assn.*, 527 US 526, 549 (1999) (holding that willful violations can be found where a defendant acts with “careless” or “reckless” disregard for federally protected rights).

62. Here, Defendant has used an “automatic telephone dialing system” to call the Plaintiff on her

cellular telephone.

63. In the alternative Defendant has used a “predictive telephone dialing system” to call the Plaintiff on her cellular telephone.

64. The Defendant did not have Plaintiff’s consent to contact her cell phone.

65. The Defendant made this call with careless or reckless disregard that their conduct violated the law.

66. The nature of the Defendant’s conduct towards the Plaintiff implies that they have conducted these violations in a widespread manner.

67. A heretofore unknown number of consumers have the same or similar claims against the Defendant and are entitled to the relief provided for by Federal Law.

Count V: Violations of the Fair Debt Collection Practices Act 15 USC 1692d(5)
Carrington Mortgage Services, LLC Only

68. Plaintiffs repeat and re-allege each and every allegation contained herein as if fully stated within this count.

69. “A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

* * *

(5) Causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number.”

70. The Defendant, through its agents, repeatedly called the Plaintiff’s cellular phone in order to engage her in discussion regarding the alleged debt.

71. Upon information and belief the Defendant did so with intent to annoy abuse, or harass the Plaintiff.

72. The circumstances surrounding the calls including the message communicated and the consistent nature of the calls allows for an inference that annoyance, abuse, or harassment was the only logical intent of the Defendant.

Count VI: Violations of the Fair Debt Collection Practices Act 15 USC 1692e

Carrington Mortgage Services, LLC and NCCI

73. Plaintiffs repeat and re-allege each and every allegation herein as if fully stated within this count.

74. “A debt collector may not use any false, deceptive, or misleading representations or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

* * *

(2) The false representation of - - (A) the character, amount, or legal status of any debt...(7)
The false representation or implication that the consumer committed any crime or other conduct in order to disgrace the consumer.”

75. Here the Defendant unlawfully added late and other fees to the Plaintiffs loan without right.

76. The Defendants each sent a letter attempting to collect these fees. (See Exhibits B and C).

Count VII: Violations of the Fair Debt Collection Practices Act 15 USC 1692d

Carrington Mortgage Services, LLC Only

77. Plaintiffs repeat and re-allege each and every allegation herein as if fully stated within this count.

78. “A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section

* * *

(2) The Use of obscene or profane language or language the natural consequence of which is to abuse or harass the hearer or reader.”

79. Here the Defendant left a message with the Plaintiffs that communicated only the words “f*** you.”

80. This language is undoubtedly obscene and profane in violation of the Fair Debt Collection Practices Act.

Count VIII: Negligent Infliction of Emotional Distress
Carrington Mortgage Services, LLC and NCCI

81. Plaintiffs repeat, and re-allege each and every allegation contained herein as if fully stated within this count.

82. A claim for Negligent Infliction of Emotional Distress (“NIED”) requires negligence on the part of the Defendant, foreseeability, and mental and emotional harm to the Plaintiff. O'Donnell v. HCA Health Servs. of N.H., 152 N.H. 603, 611 (2005).

83. The Plaintiffs, as the homeowner of the property, was a foreseeable victim of the Defendants' actions.

84. The Plaintiffs have suffered physical ailments as a result of such distress including, loss of appetite, upset stomach, head ache, sleeplessness, etc.

85. The Plaintiff is on social security disability for anxiety, depression and chronic pain and the actions of the Defendant have aggravated these conditions.

86. The Plaintiffs have further suffered damages in the form of severe mental anguish as result of the Defendant's acts as described herein.

Count IX: Standing
Carrington Mortgage Services, LCC

87. Plaintiffs repeat, reallege, and incorporate by reference each and every allegation contained herein as if fully stated within this count.

88. Plaintiffs hereby raise the issue of legal standing of the Defendant to foreclose this mortgage and request strict compliance with the law as required before the drastic remedy of foreclosure by the power of sale can be lawfully executed. *See Miroslav Zecevic v. US Bank National Association, as Trustee, Et Al.*, Belknap Superior, Docket No. 10-E-196, Order of January 20, 2011, pp 4-6, O'Neill, III, J. *citing US Bank Nat'l Ass'n v. Ibanez*, 458 Mass. 637 (2011).

89. There is more than mere possibility or speculation that the Defendants have acted unlawfully. *See Worrall c. Fed. Nat'l Mortg. Assoc. and Nationstar Mortg.*, 2013 DNH 158 (2013).

90. If no properly executed promissory note can be produced by the Defendant in accordance with RSA 477:3 and RSA 382-A:3, the Plaintiffs would challenge the Defendant's legal standing to foreclose.

91. If no strict compliance with RSA 479:25 can be shown, the Plaintiffs would challenge the Defendant's legal standing to foreclose.

WHEREFORE, the Plaintiffs respectfully requests that this Honorable Court:

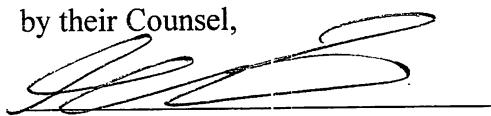
- A. Adjudging that the Defendant Carrington Mortgage Services, LLC violated 12 U.S.C. § 2605;
- B. Awarding Plaintiffs statutory damages, pursuant to 15 U.S.C. § 2605(f);
- C. Adjudging that Defendants violated 15 U.S.C. § 1692;
- D. Awarding Plaintiffs statutory damages, pursuant to 15 U.S.C. § 1692k, in the amount of \$1,000.00;
- E. Awarding Plaintiffs reasonable attorneys' fees and costs incurred in this action;
- F. Adjudging that the Defendant Carrington Mortgage Services, LLC violated 47 U.S.C.

§ 227;

- G. Awarding the Plaintiffs statutory damages for each phone call made in violation of the statute, pursuant to 47 U.S.C. § 227(b)(3);
- H. Award Plaintiffs triple damages pursuant to 47 U.S.C. § 227(b)(3);
- I. Prior to any judicial sanction of foreclosure, Order the Defendants to produce documentation of their legal right to foreclose under RSA 479:25 and RSA 477:3 and RSA 382-A:3;
- J. Award all lawful damages, costs and attorneys' fees;
- K. Grant such other lawful relief as may be just and equitable.

DATED: September 13, 2016

Respectfully Submitted,
Plaintiffs
by their Counsel,



Atty. Keith A. Mathews
NH BAR: 20997
Associated Attorneys of New England
587 Union Street, 2nd Floor
Manchester, NH 03104
Tel:603-622-8100
Fax:888-912-1497
keith@aaone.law

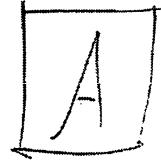
C3_1678 PSGSRL01 18484 08/21/2015

Bank of America

Home Loans

P.O. Box 31785
TAMPA, FL 33631-3785**IMPORTANT INFORMATION ENCLOSED**

AT2 9-772-32356-0001414-001-1-000-000-000

SASHA WENZEL & ERIC DANEAULT
1454 UNION ST
MANCHESTER, NH 03104**Send Correspondence to:**
P.O. Box 31785
TAMPA, FL 33631-3785**Business Address:**
450 American Street
Simi Valley, CA 93065-6285**Notice Date:** June 10, 2016**Loan No.:** 174484081**Property Address:**
1454 Union Street
Manchester, NH 03104

SASHA WENZEL & ERIC DANEAULT:

The servicing of your home loan will transfer to Carrington Mortgage Services, LLC on July 01, 2016.

IMPORTANT INFORMATION ABOUT THE SERVICING OF YOUR HOME LOAN

On July 01, 2016, the servicing of your above referenced mortgage loan will transfer to Carrington Mortgage Services, LLC. As of that date, your new servicer, Carrington Mortgage Services, LLC, will support all of your loan servicing, including billing, payment processing, and customer support. You will no longer receive mortgage statements from Bank of America; instead, your statements will be sent by Carrington Mortgage Services, LLC.

Enclosed is a Notice of Servicing Transfer from Bank of America regarding the above referenced loan. No action is required on your part in response to this notice. In addition to the information provided in this letter, this notice will contain important information about the servicing transfer of your loan. Please note this servicing transfer only applies to the loan noted above. Other loans you may have with us will not be affected by this change unless you are notified. Please review this notice and retain it for your records.

In the mortgage lending industry, the transfer or sale of loan servicing to other servicing institutions is a common practice and we'll work closely with Carrington Mortgage Services, LLC to make the transition as smooth as possible. If you have any questions or concerns regarding this transfer, we're available to answer your questions Monday-Friday 7a.m. to 7p.m. Local Time at 1-800-669-6607.

WHAT YOU NEED TO KNOW

If you are currently being considered for a loan modification or other foreclosure avoidance program, your new servicer Carrington Mortgage Services, LLC is aware of your current status and will have all of your documents. Please contact Carrington Mortgage Services, LLC to complete the process and determine which programs may best suit your current situation. For more information on working with Carrington Mortgage Services, LLC, please review the frequently asked questions below.

ANSWERS TO QUESTIONS YOU MAY HAVE**What will change with my servicing transfer?**

- Your loan number and payment address information will change once your loan has been transferred. Please look for a letter from Carrington Mortgage Services, LLC within the next few weeks which will outline this important information.
- The transfer of your loan to Carrington Mortgage Services, LLC does not affect any terms or conditions of your mortgage loan, other than those terms directly related to the servicing of the loan.
- Your monthly payment will not be affected by this transfer.

Will the quality of my loan service change?

- We expect that the quality of your loan service will not change. We are transferring servicing on your loan to Carrington Mortgage Services, LLC, an experienced mortgage servicer who will work with you on your mortgage concerns.

Where should I make my home loan payments?

- You should continue to make your monthly payment to Bank of America through June 30, 2016. You will begin making payments to Carrington Mortgage Services, LLC on July 01, 2016.
- If you do not receive a billing statement from Carrington Mortgage Services, LLC before the payment is due, write your new loan number on your check and mail it to the payment address shown on the enclosed notice. Please note, if you do not have the new loan number, you may write your old Bank of America loan number on the check.

What if I have automatic payments set up with Bank of America?**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

- Any automatic payments set up with us through the PayPlan programs will be discontinued as of June 30, 2016. Please look for instructions from Carrington Mortgage Services, LLC or contact them on or after July 01, 2016 to determine what payment options they may offer.

Will I still be able to make my mortgage payment at a Bank of America financial center or through online banking?

- You will no longer be able to make your payment at a Bank of America financial center for the mortgage loan being transferred.
- If you make payments through Bank of America online banking or any other online banking or bill payment service, you will need to update your loan number and payee information for Carrington Mortgage Services, LLC on or after July 01, 2016.

When my loan is transferred, will I still have access to my online loan information through Bank of America?

- After the transfer is complete, your mortgage account will be moved to Carrington Mortgage Services, LLC. As a result, you will no longer access your mortgage information through Bank of America. Prior to the transfer, you may choose to download any information currently online to keep for your own records, such as tax documents, mortgage statements, payment history, etc. Carrington Mortgage Services, LLC will be able to provide you with information about access to your loan account information following the transfer. If you have any other accounts with Bank of America, such as checking, savings or credit card, you will still be able to access those accounts through Bank of America's online banking.

How will the service transfer affect my other Bank of America accounts?

- There will be no change to any additional accounts you have with us.
- If you have a Bank of America Advantage, Premium or Preferred checking account, and you're not charged a monthly fee on your account because your mortgage is with us, this will not change with the transfer of your mortgage to another servicer. We'll let you know in writing if this changes in the future.

What if I am currently participating in a loan modification or other foreclosure avoidance program (e.g., forbearance, short sale, refinance or deed in lieu of foreclosure)?

- The loan assistance programs that are offered by Carrington Mortgage Services, LLC are determined by the owner (also known as the investor) or insurer of your loan. Where applicable, Carrington Mortgage Services, LLC has agreed to evaluate your loan under the same investor or insurer guidelines as Bank of America, N.A..
- We will transfer any supporting documentation you may have submitted to us to Carrington Mortgage Services, LLC. We encourage you to work with Carrington Mortgage Services, LLC to complete the process and determine which programs may best suit your current situation.
- You should continue to make your payments to Bank of America, N.A. through June 30, 2016. On or after July 01, 2016, your payments should be made to Carrington Mortgage Services, LLC unless you are provided additional direction.
- If your loan is pending a decision regarding qualification for these programs, that decision will now be made by Carrington Mortgage Services, LLC.

Will my ability to receive financial counseling be impacted by this servicing transfer?

- If you have previously received an offer for financial counseling in association with a HAMI[®] trial or permanent modification, the transfer of your loan does not impact that offer.
- If you have already set an appointment, please continue to attend your scheduled appointment.
- If you have yet to take advantage of this opportunity, please contact us at your earliest convenience by calling the number provided in your offer letter or by contacting your current Relationship Manager.

What if I need loan assistance after the transfer?

- If you experience a hardship and struggle with making your home loan payments after the servicing of your loan has been transferred, please contact Carrington Mortgage Services, LLC right away to request help. They will determine which program may be right for you based on the applicable investor and insurer guidelines.

What if I am refinancing my mortgage loan that is being transferred?

- Your refinance will not be affected by the upcoming loan transfer. If you are working on a refinance through Bank of America Home Loans, your application remains active and we will continue to work with you on your refinance. Please contact the Mortgage Loan Officer or Loan Processor you have been working with if you have any questions.

What about my optional insurance products with or through Bank of America?

- If your payments include amounts for any optional insurance products such as credit insurance, accidental death insurance, etc., please read the "Information About Optional Insurance Products" section in the enclosed notice carefully.

What about my other (non-insurance) optional products with or through Bank of America?

- If your payments include amounts for any other optional products you have purchased such as home warranty, identity theft protection, etc., we will no longer make payments to the optional product provider on your behalf. As a result, your optional product may be cancelled unless you are able to make alternative arrangements to pay the amounts due. To see if it is possible to establish another payment method and maintain your optional products, you will need to contact your optional product provider.
- Your provider contact information may be found on your monthly mortgage statement. If you have more than two optional products, they may not all be listed on your monthly mortgage statement. If you are unsure about how many optional products you have or you have questions about your products, please contact Bank of America.

WE'RE HERE TO HELP

Thank you for the opportunity to serve your home loan needs. If you have any questions or need assistance prior to your loan transfer, please call us toll free at 1-800-669-6607, Monday-Friday 7a.m. to 7p.m. Local Time.

Loan No.: 174484081

Notice Date: June 10, 2016

NOTICE OF SERVICING TRANSFER

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, will be assigned, sold or transferred from **Bank of America, N.A.** to **Carrington Mortgage Services, LLC**, effective July 01, 2016.

The transfer of the servicing of your mortgage loan does not affect any terms or conditions of the mortgage instruments, other than those terms directly related to the servicing of your loan. Except in limited circumstances, federal law requires that your present servicer send you this notice at least 15 calendar days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 calendar days after this effective date or at closing.

YOUR SERVICER PRIOR TO JULY 01, 2016:

Your **present servicer** is **Bank of America, N.A.** If you have any questions relating to the transfer of servicing from your present servicer, please call **Bank of America, N.A. Customer Service** at 1-800-669-6607, Monday-Friday 7a.m. to 7p.m. Local Time. This is a toll-free number. The address to send written questions to your present servicer relating to the transfer of servicing of your mortgage loan (but not your loan payments) is: Customer Service Correspondence, P.O. Box 31785, TAMPA, FL 33631-3785.

YOUR NEW SERVICER ON AND AFTER JULY 01, 2016:

Your **new servicer** will be **Carrington Mortgage Services, LLC**.

Phone Number for Questions Related to Servicing Transfer

The telephone number of **Carrington Mortgage Services, LLC** is 1-800-561-4567. If you have any questions relating to the transfer of servicing to your new servicer, please call **Carrington Mortgage Services, LLC Customer Service** toll-free at 1-800-561-4567, 8:00 AM to 8:00 PM, Eastern Standard Time, Monday through Friday.

Address for Written Questions Related to Servicing Transfer

The address to send written questions related to the transfer of servicing to **Carrington Mortgage Services, LLC** is:

Carrington Mortgage Services, LLC
P.O. Box 3489

Anaheim, CA 92803

Address for Mailed Payments

The address to send payments to **Carrington Mortgage Services, LLC** is:

Carrington Mortgage Services, LLC
Attn: Cashiering , P.O. Box 79001
Phoenix, AZ 85062

Please include your loan number on all checks, cashier's checks and other payments sent to **Carrington Mortgage Services, LLC**.

INFORMATION CONCERNING YOUR LOAN PAYMENTS:

The date that **Bank of America, N.A.** will stop accepting payments from you is June 30, 2016.

The date that your **new servicer Carrington Mortgage Services, LLC** will start accepting payments from you is July 01, 2016. Send all payments due on or after that date to your **new servicer**.

INFORMATION ABOUT OPTIONAL INSURANCE PRODUCTS:

The transfer of servicing may affect the terms of or the continued availability of credit insurance, accidental death insurance or any other type of optional insurance in the following manner: **Bank of America, N.A.** will no longer make payments to the insurance company on your behalf. As a result, your coverage may be cancelled.

To see if it is possible to maintain coverage, you will need to contact your insurance provider to find out if you are still eligible to receive the coverage and/or to arrange another payment method.

TREATMENT OF PAYMENTS FOR THE 60 DAYS AFTER SERVICING TRANSFER:

Under federal law, during the 60-day period beginning the effective date of the transfer of the servicing of your mortgage loan, a loan payment received by current servicer on or before its due date may not be treated by the new servicer as late and a late fee may not be imposed on you.

[Handwritten signature]

Beginning July 01, 2016, Carrington Mortgage Services, LLC can assist you with any questions related to your home loan and the transfer of servicing. Carrington Mortgage Services, LLC's customer service number is 1-800-561-4537, 8:00 AM to 8:00 PM, Eastern Standard Time, Monday through Friday.



MILITARY PERSONNEL/SERVICEMEMBERS: If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or SCRA qualification may not necessarily prevent foreclosure. If your loan is in default, a court may authorize foreclosure. If you are having difficulty making your payments, please call us as soon as you can so we can discuss various home retention options. You can reach our Enterprise Military Benefits Unit at 877.345.0693. From outside the U.S., please call us at 817.245.4094. Both numbers are available 24/7. Homeowner counseling is also available at agencies such as Military OneSource at militaryonesource.mil or 800.342.9647 and Armed Forces Legal Assistance at legalassistance.law.af.mil, and through HUCI-approved housing counseling agencies, which you can find at hud.gov/offices/hsg/stf/hcc/hcs.cfm.

This communication is from Bank of America, N.A., the servicer of your home loan.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

NOTICE

Date: 08/05/2016

B

From: NCCI 14 Orchard Road Suite 200, Lake Forest, CA. 92630 (949)461-7592

Re: Account Number.: ****6601

Sasha Wenzel
1454 Union Street
Manchester, NH 03104

National Creditors Connection, Inc. ("NCCI") on behalf of Carrington Mortgage Services made or may have attempted to make contact with you to encourage you to contact them regarding the above referenced account. If you have not already done so please contact Carrington Mortgage Services to address the status of your account.

(1) The amount of the debt is \$7,336.40.*

* Please note we were advised by Carrington Mortgage Services of the amount of the debt as of 08/05/2016, and it does not reflect recent payments, credits or other adjustments since that date. Please contact Carrington Mortgage Services to obtain the most up to date information.

(2) The name of the creditor to whom the debt is owed is BANK OF AMERICA.

(3) Unless within thirty (30) days after receipt of this notice, you dispute the validity of the debt, or any portion of the debt, we will assume the debt to be valid.

(4) If you notify us in writing, within thirty (30) days after receipt of this notice, that the debt, or any portion of the debt, is disputed, we will obtain verification of the debt or obtain a copy of a judgment against you, and mail you a copy of such verification or judgment.

(5) If you notify us in writing, within thirty (30) days after receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.

Bankruptcy Notice: If you are currently in a bankruptcy proceeding or have received a discharge of the loan debt referenced above, this statement is being furnished for informational purposes only. It should not be construed as an attempt to collect against you personally. NCCI will take no steps to collect from you personally or against any collateral securing this loan, if applicable, while the bankruptcy's automatic stay remains in effect or if your liability on the debt has been discharged. If you are represented by an attorney, please provide this notice to your attorney.

STATE DISCLOSURES (if any):None

THIS NOTICE IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



P.O. Box 3489
Anaheim, CA 92803

e

0000362 01 MS 0.416 **AUTO 70928103104-180254 -C01-P003624

SASHA WENZEL
ERIC DANEAULT
1454 UNION STREET
MANCHESTER NH 03104-1802

Property Address:
1454 UNION STREET
MANCHESTER, NH 03104

0000362 01 MS 0.416 **AUTO 70928103104-180254 -C01-P003624

Loan Number: 4000316601

07/29/2016

NOTICE OF INTENT TO FORECLOSE

Dear Mortgagor(s):

The above referenced loan is in default because the monthly payment(s) due on and after 05/01/2016 have not been received. The amount required to cure the delinquency, as of the date of this letter, is \$5,502.30 less \$0.00, monies held in Unapplied.

SUBSEQUENT PAYMENTS, LATE CHARGES, AND OTHER FEES WILL BE ADDED TO THE ABOVE STATED REINSTATEMENT AMOUNT AS THEY ARE ASSESSED.

Please remit the total amount due in **CERTIFIED FUNDS**, utilizing one of the following payment resources:

Overnight Mail
Carrington Mortgage Services, LLC
Cashiering Dept. 2-276
1600 South Douglass Road, Suites 110 & 200-A
Anaheim, CA 92806

Western Union
Quick Collect (any location)
Code City - CARRINGTONMS
Code State - CA

MoneyGram
Receive Code - 7998

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, PLEASE CONTACT CARRINGTON MORTGAGE SERVICES, TO DISCUSS HOME RETENTION ALTERNATIVES TO AVOID FORECLOSURE AT (800) 561-4567 OR BY MAIL AT 1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A, ANAHEIM, CA 92806. YOU MAY ALSO CONTACT THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOTLINE NUMBER AT (800) 569-4287 OR YOU CAN VISIT THEIR WEBSITE AT <http://www.hud.gov/foreclosure/index.cfm> TO FIND OUT OTHER OPTIONS YOU MAY HAVE TO AVOID FORECLOSURE.

Failure to cure the delinquency within 30 days of the date of this letter may result in acceleration of the sums secured by the Deed of Trust or Mortgage, and sale of the property.

You have the right to reinstate your loan after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.

Should you have any questions, please contact our office at (800) 561-4567 Monday through Friday 8:00 a.m. to 8:00 p.m. Eastern Time.

Sincerely,

Loan Servicing Department
Carrington Mortgage Services, LLC



IMPORTANT DISCLOSURES

-INQUIRIES & COMPLAINTS-

For inquiries and complaints about your mortgage loan, please contact our CUSTOMER SERVICE DEPARTMENT by writing to Carrington Mortgage Services, LLC, Attention: Customer Service, P.O Box 3489, Anaheim, CA 92803, or calling (800) 561-4567. Please include your loan number on all pages of correspondence. The CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC is toll free and you may call from 8:00 a.m. to 8:00 p.m., Eastern Time, Monday through Friday. You may also visit our website at <https://carringtonmps.com>.

-IMPORTANT BANKRUPTCY NOTICE-

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

-CREDIT REPORTING-

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

-MINI MIRANDA-

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

-HUD COUNSELOR INFORMATION-

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to www.consumerfinance.gov/find-a-housing-counselor.

-EQUAL CREDIT OPPORTUNITY ACT NOTICE-

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

-SCRA DISCLOSURE-

MILITARY PERSONNEL/SERVICEMEMBERS: If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at (888) 267-5474.

-NOTICES OF ERROR AND INFORMATION REQUESTS-

You have the right to request documents we relied upon in reaching our determination. You may request such documents or receive further assistance by contacting the Customer Service Department at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time or by mail at P.O. Box 3489, Anaheim, CA 92803.

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Merrimack County Sheriff's Office
SHERIFF SCOTT E. HILLIARD
333 Daniel Webster Hwy
Boscawen, NH 03303
Phone: 603-796-6600

CARRINGTON MORTGAGE SERVICES
9 CAPITOL ST
CONCORD, NH 03301

AFFIDAVIT OF SERVICE

MERRIMACK, SS

10/7/16

I, SERGEANT MARK J LOOMIS, on this day at 1015 a.m./p.m., summoned the within named defendant CARRINGTON MORTGAGE SERVICES by leaving at the office of Registered Agent CT Corporation, 9 Capitol Street, Concord, said County and State of New Hampshire, its true and lawful agent for the service of process under and by virtue of Chapter 293-A, NH RSA as amended, a true and attested copy of this Summons and Complaint.

FEES

Service	\$25.00
Postage	1.00
Travel	15.00

TOTAL \$41.00

SERGEANT MARK J LOOMIS
Merrimack County Sheriff's Office

THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT

Hillsborough Superior Court Northern District
300 Chestnut Street
Manchester NH 03101

Telephone: 1-855-212-1234
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

SUMMONS IN A CIVIL ACTION

Case Name: **Sasha Wenzel, et al v National Creditors Connection, Inc., et al**
Case Number: **216-2016-CV-00647**

Date Complaint Filed: September 14, 2016

A Complaint has been filed against Carrington Mortgage Services; National Creditors Connection, Inc. in this Court. A copy of the Complaint is attached.

The Court ORDERS that ON OR BEFORE:

October 30, 2016	Eric Daneault; Sasha Wenzel shall have this Summons and the attached Complaint served upon Carrington Mortgage Services; National Creditors Connection, Inc. by in hand or by leaving a copy at his/her abode, or by such other service as is allowed by law.
November 20, 2016	Eric Daneault; Sasha Wenzel shall file the return(s) of service with this Court. Failure to do so may result in this action being dismissed without further notice.
30 days after Defendant is served	Carrington Mortgage Services; National Creditors Connection, Inc. must file an Appearance and Answer or other responsive pleading form with this Court. A copy of the Appearance and Answer or other responsive pleading must be sent to the party listed below and any other party who has filed an Appearance in this matter.

Notice to Carrington Mortgage Services; National Creditors Connection, Inc.: If you do not comply with these requirements you will be considered in default and the Court may issue orders that affect you without your input.

Send copies to:

Keith A. Mathews, ESQ

Associated Attorneys of New England
587 Union Street
Manchester NH 03104

BY ORDER OF THE COURT

September 15, 2016

W. Michael Scanlon
Clerk of Court

(375)

THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS.
NORTH

SUPERIOR COURT

SASHA WENZEL,
and
ERIC DANEAULT
Plaintiffs,

v.

NATIONAL CREDITORS CONNECTON, INC
And
CARRINGTON MORTGAGE SERVICES
Defendants.

Case No.:

**PLAINTIFFS' ORIGIONAL COMPLAINT
AND REQUEST FOR JURY TRIAL**

INTRODUCTION

1. This is an action for damages and equitable relief brought by a homeowner against the Defendants for the mishandling of the loan, misrepresentations, other claims related to breach of contract and violations of federal law which forced their loan in to default and in danger of foreclosure.

PARTIES

2. The Plaintiffs Sasha Wenzel and Eric Daneault are individuals who own the dwelling located at 1454 Union Street, Manchester, NH 03104("home").

3. Defendant National Creditors Connection, Inc. ("NCCI") is a corporation with a principal place of business located at 14 Orchard Road, Suite 200, Lake Forest, CA 92630.

4. Defendant has a registered agent in state by the name and address of Lawyers Incorporating Service, 10 Ferry Street S313, Concord, NH 03301.

5. Defendant Carrington Mortgage Services, LLC is a servicer acting on behalf of Bank of America with a principal address of 1600 South Douglass Rd., STE 200-A & 110, Anaheim CA 92806.
6. Defendant Carrington Mortgage Services, LLC has a registered agent in the state by the name and address of CT Corporation System, 9 Capital Street, Concord, NH 03301.

JURISDICTION AND VENUE

7. Jurisdiction in this Court is proper because the Plaintiffs reside in this jurisdiction; the property in question is located in this jurisdiction, and the acts and omissions giving rise to this action occurred in New Hampshire.
8. Venue is proper in the Superior Court because the amount in controversy exceeds \$1,500.00.

FACTS

9. The Plaintiffs bring this action as a result of several illegal and wrongful actions taken in the servicing and holding of the Plaintiffs' Mortgage.
10. Through their violations of RESPA and common law the Defendants have caused two homeowners ready to make their full mortgage payments in a timely manner to fall in to arrears on the loan, putting them in danger of losing their home.
11. On June 10th, 2016 the Plaintiffs were mailed the letter attached hereto as exhibit A.
12. That letter indicated that servicing of the Plaintiffs' loan would be transferred to Carrington Mortgage Services, LLC on July 1, 2016.
13. The Plaintiffs never received any notice from Carrington Mortgage Services, LLC that they were taking over servicing of the loan.
14. Before the servicing transfer each of the Plaintiffs' payments were processed and applied to their loan.

15. Before the servicing transfer none of the Plaintiffs' payments were returned to them.
16. After the servicing transfer the Plaintiffs' payments began to be returned to them after two payments were accepted and cashed.
17. The Defendant Carrington Mortgage Services, LLC added late fees and other fees to the Plaintiffs Loan.
18. On August 5, 2016 the Plaintiffs were sent the notice attached hereto as exhibit B.
19. This notice is a collection letter from defendant NCCI which specifically indicates that it is an attempt to collect a debt for Carrington Mortgage Services, LLC.
20. On August 10, 2016 Plaintiffs were sent the notice attached hereto as exhibit C.
21. This notice is a notice of intent to foreclose set by Carrington Mortgage Services, LLC.
22. Throughout the month of August the Plaintiffs received calls from Defendant Carrington Mortgage Services on Ms. Wenzel's personal cell phone.
23. The Plaintiffs received at least 4 of these calls within the month of August.
24. These calls left messages that were primarily silent, consistent with the use of an auto or predictive dialer to make the calls.
25. One of these messages contains dead air until communicating the message "f*** you" to the Plaintiffs.
26. The Plaintiffs never gave the Defendant authorization to contact their cell phone with an auto or predictive dialer.
27. These calls did not give the Plaintiffs an option to opt out of receiving additional calls.
28. The Plaintiffs wish to continue to pay their loan, which was placed in to arrears during a servicer transfer.

ALLEGATIONS REQUIRING LEGAL & EQUITABLE CONSIDERATION

Count I: VIOLATIONS OF RESPA 12 USC 2605

Carrington Mortgage Services, LLC Only

29. Plaintiffs repeat, and re-allege each and every allegation contained herein as if fully stated within this count.
30. Under RESPA “Each servicer of any federally related mortgage loan shall notify the borrower in writing of any assignment, sale, or transfer of the servicing of the loan to any other person.” 12 USC 2605(b)(1)
31. This notice was never sent by Carrington Mortgage Services, LLC nor received by the Plaintiffs.
32. Carrington Mortgage Services, LLC failed to treat the Plaintiffs’ payments as required by 12 USC 2605(d) during the 60 day period beginning at the effective date of transfer.
33. Carrington Mortgage Services, LLC charged the Plaintiffs late and other fees despite receiving payments before their due dates.
34. Carrington Mortgage Services, LLC went so far as to return the Plaintiffs payments and attempt late fee collection efforts during that 60 day period.
35. These actions blatantly violate RESPA 12 USC 2605.

Count II: Negligent Misrepresentation

Carrington Mortgage Services, LLC Only

36. Plaintiffs repeat, and re-allege each and every allegation contained herein as if fully stated within this count.
37. A cause of action is stated by a “negligent misrepresentation of a material fact by the defendant and justifiable reliance by the plaintiff.” *See Snierson v. Scruton*, 145 NH 73, 78 (2000).

38. Negligent misrepresentation is an exception to the economic loss doctrine when the Plaintiff alleges “independent, affirmative misrepresentations unrelated to the performance of the contract.” Wyle v. Lees, 162 N.H. 406, 412 (2011).

39. “It is the duty of one who volunteers information to another not having equal knowledge, with the intention that he [or she] will act upon it, to exercise reasonable care to verify the truth of his [or her] statements before making them.” Id. quoting Patch v. Arsenault, 139 N.H. 313, 319 (1995).

40. The Defendants are entities whose course of business includes completing transactions in which they have pecuniary interests.

41. In the course of such business, the Defendants supplied information for the guidance of the Plaintiff in said business transactions.

42. The Defendants supplied this information from positions of superior knowledge.

43. The Defendants have made inconsistent, inaccurate, and misleading representations regarding the mortgage at issue and the payments of the Plaintiffs.

44. These representations lead the Plaintiffs to believe that their payments were timely, despite Carrington Mortgage Services, LLC’s recent claims that they are not.

45. Carrington Mortgage Services, LLC has represented the loan as accumulating late and other fees that they are not allowed to collect under RESPA.

46. These additional fees increased the Defendants reinstatement amount to a level where payment is impossible.

47. The Defendants made these representations with the intent that the Plaintiffs rely thereon.

48. The Defendants’ representations were made from a position of superior knowledge.

49. By presenting themselves as experts in the field of mortgage holding and servicing and by advising the Plaintiffs regarding his loan the Defendants' owed the Plaintiffs a duty of care to make sure that these representations were accurate and communicated effectively.

50. Defendant's breach of duty and negligent misrepresentations caused the Plaintiff significant damages in alleged and erroneous costs, fees, interest, penalties and unnecessary foreclosure.

Count III: Breach of Covenant of Good Faith and Fair Dealing

Carrington Mortgage Services, LLC Only

51. Plaintiffs repeat, and re-allege each and every allegation contained herein as if fully stated within this count.

52. "In every agreement, there is an implied covenant that the parties will act in good faith and fairly with one another." Livingston v. 18 Mile Point Drive, Ltd., 158 NH 619, 624 (2009).

53. The function of the implied covenant is to "prohibit behavior inconsistent with the parties' agreed-upon common purpose and justified expectations . . . as well as 'with common standards of decency, fairness and reasonableness.'" Id. at 625, quoting Richard v. Good Luck Trailer Court, 157 N.H. 65, 70 (2008).

54. The Defendants' actions have been patently inconsistent with fairness, decency, and reasonableness.

55. The Defendants' actions have violated the covenant of good faith and fair dealing in the following ways:

- a. By keeping the Plaintiffs uninformed and off track with their loan;
- b. By refusing payments immediately upon a servicing transfer;
- c. By ignoring the Plaintiffs' ability to pay and refusing to take their payments while they continued to add interest, late payments, and other fees to the Plaintiff's loan.

56. Plaintiffs are therefore entitled to an injunction, specific performance and/or restitution damages.

Count IV: Defendant's Violations of 47 U.S.C. 227
Carrington Mortgage Services, LLC's Only

57. Plaintiffs repeat and re-allege each and every allegation contained herein as if fully stated within this count.

58. The TCPA makes it unlawful for any person to make a call using any automatic telephone dialing system or an artificial or prerecorded voice: "(iii) to the telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call." 47 U.S.C. § 227(b)(1)(A)(ii).

59. The Statutory scheme of the TCPA provides for a private action for violations of the statute: "A person or entity may, if otherwise permitted by the laws or rules of court of a State, bring in an appropriate court of that State- (A) an action based on a violation of this subsection or the regulations prescribed under this subsection to enjoin such violation, (B) an action to recover for actual monetary loss from such a violation, or to receive \$500 in damages for each such violation, whichever is greater, or (C) both such actions." 47 U.S.C. § 227(b)(3).

60. "If the court finds that the defendant willfully or knowingly violated this subsection or the regulations prescribed under this subsection, the court may, in its discretion, increase the amount of the award to an amount equal to not more than 3 times the amount available under subparagraph (B) of this paragraph." 47 U.S.C. § 227(b)(3).

61. "[A]n act may be 'intentional' for purposes of civil liability even if the actor lacked actual knowledge that [their] conduct violated the law." Jerman v. Carlisle, McNellie, Rini, Kramer, 130 S. Ct. 1605, 1612 (2010). *See also* Kolstad v. American Dental Assn., 527 US 526, 549 (1999) (holding that willful violations can be found where a defendant acts with "careless" or "reckless" disregard for federally protected rights).

62. Here, Defendant has used an "automatic telephone dialing system" to call the Plaintiff on her

cellular telephone.

63. In the alternative Defendant has used a “predictive telephone dialing system” to call the Plaintiff on her cellular telephone.

64. The Defendant did not have Plaintiff’s consent to contact her cell phone.

65. The Defendant made this call with careless or reckless disregard that their conduct violated the law.

66. The nature of the Defendant’s conduct towards the Plaintiff implies that they have conducted these violations in a widespread manner.

67. A heretofore unknown number of consumers have the same or similar claims against the Defendant and are entitled to the relief provided for by Federal Law.

Count V: Violations of the Fair Debt Collection Practices Act 15 USC 1692d(5)
Carrington Mortgage Services, LLC Only

68. Plaintiffs repeat and re-allege each and every allegation contained herein as if fully stated within this count.

69. “A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

* * *

(5) Causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number.”

70. The Defendant, through its agents, repeatedly called the Plaintiff’s cellular phone in order to engage her in discussion regarding the alleged debt.

71. Upon information and belief the Defendant did so with intent to annoy abuse, or harass the Plaintiff.

72. The circumstances surrounding the calls including the message communicated and the consistent nature of the calls allows for an inference that annoyance, abuse, or harassment was the only logical intent of the Defendant.

Count VI: Violations of the Fair Debt Collection Practices Act 15 USC 1692e
Carrington Mortgage Services, LLC and NCCI

73. Plaintiffs repeat and re-allege each and every allegation herein as if fully stated within this count.

74. "A debt collector may not use any false, deceptive, or misleading representations or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

* * *

(2) The false representation of - - (A) the character, amount, or legal status of any debt...(7)
The false representation or implication that the consumer committed any crime or other conduct in order to disgrace the consumer. "

75. Here the Defendant unlawfully added late and other fees to the Plaintiffs loan without right.

76. The Defendants each sent a letter attempting to collect these fees. (See Exhibits B and C).

Count VII: Violations of the Fair Debt Collection Practices Act 15 USC 1692d
Carrington Mortgage Services, LLC Only

77. Plaintiffs repeat and re-allege each and every allegation herein as if fully stated within this count.

78. "A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section

* * *

(2) The Use of obscene or profane language or language the natural consequence of which is to abuse or harass the hearer or reader.”

79. Here the Defendant left a message with the Plaintiffs that communicated only the words “f*** you.”

80. This language is undoubtedly obscene and profane in violation of the Fair Debt Collection Practices Act.

Count VIII: Negligent Infliction of Emotional Distress
Carrington Mortgage Services, LLC and NCCI

81. Plaintiffs repeat, and re-allege each and every allegation contained herein as if fully stated within this count.

82. A claim for Negligent Infliction of Emotional Distress (“NIED”) requires negligence on the part of the Defendant, foreseeability, and mental and emotional harm to the Plaintiff. O'Donnell v. HCA Health Servs. of N.H., 152 N.H. 603, 611 (2005).

83. The Plaintiffs, as the homeowner of the property, was a foreseeable victim of the Defendants' actions.

84. The Plaintiffs have suffered physical ailments as a result of such distress including, loss of appetite, upset stomach, head ache, sleeplessness, etc.

85. The Plaintiff is on social security disability for anxiety, depression and chronic pain and the actions of the Defendant have aggravated these conditions.

86. The Plaintiffs have further suffered damages in the form of severe mental anguish as result of the Defendant's acts as described herein.

Count IX: Standing
Carrington Mortgage Services, LCC

87. Plaintiffs repeat, reallege, and incorporate by reference each and every allegation contained herein as if fully stated within this count.

88. Plaintiffs hereby raise the issue of legal standing of the Defendant to foreclose this mortgage and request strict compliance with the law as required before the drastic remedy of foreclosure by the power of sale can be lawfully executed. *See Miroslav Zecevic v. US Bank National Association, as Trustee, Et Al.*, Belknap Superior, Docket No. 10-E-196, Order of January 20, 2011, pp 4-6, O'Neill, III, J. *citing US Bank Nat'l Ass'n v. Ibanez*, 458 Mass. 637 (2011).

89. There is more than mere possibility or speculation that the Defendants have acted unlawfully. *See Worrall c. Fed. Nat'l Mortg. Assoc. and Nationstar Mortg.*, 2013 DNH 158 (2013).

90. If no properly executed promissory note can be produced by the Defendant in accordance with RSA 477:3 and RSA 382-A:3, the Plaintiffs would challenge the Defendant's legal standing to foreclose.

91. If no strict compliance with RSA 479:25 can be shown, the Plaintiffs would challenge the Defendant's legal standing to foreclose.

WHEREFORE, the Plaintiffs respectfully requests that this Honorable Court:

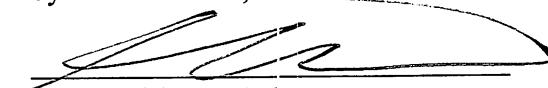
- A. Adjudging that the Defendant Carrington Mortgage Services, LLC violated 12 U.S.C. § 2605;
- B. Awarding Plaintiffs statutory damages, pursuant to 15 U.S.C. § 2605(f);
- C. Adjudging that Defendants violated 15 U.S.C. § 1692;
- D. Awarding Plaintiffs statutory damages, pursuant to 15 U.S.C. § 1692k, in the amount of \$1,000.00;
- E. Awarding Plaintiffs reasonable attorneys' fees and costs incurred in this action;
- F. Adjudging that the Defendant Carrington Mortgage Services, LLC violated 47 U.S.C.

§ 227;

- G. Awarding the Plaintiffs statutory damages for each phone call made in violation of the statute, pursuant to 47 U.S.C. § 227(b)(3);
- H. Award Plaintiffs triple damages pursuant to 47 U.S.C. § 227(b)(3);
- I. Prior to any judicial sanction of foreclosure, Order the Defendants to produce documentation of their legal right to foreclose under RSA 479:25 and RSA 477:3 and RSA 382-A:3;
- J. Award all lawful damages, costs and attorneys' fees;
- K. Grant such other lawful relief as may be just and equitable.

DATED: September 13, 2016

Respectfully Submitted,
Plaintiffs
by their Counsel,



Atty. Keith A. Mathews
NH BAR: 20997
Associated Attorneys of New England
587 Union Street, 2nd Floor
Manchester, NH 03104
Tel:603-622-8100
Fax:888-912-1497
keith@aaone.law

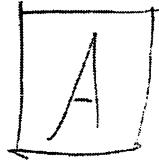
C3_1678 PSGSRLC1 18484 08/21/2015

Bank of America

Home Loans

P.O. Box 31785
TAMPA, FL 33631-3785**IMPORTANT INFORMATION ENCLOSED**

AT2 6-772-32356-0001414-001-1-000-009-003-006

SASHA WENZEL & ERIC DANEAULT
1454 UNION ST
MANCHESTER, NH 03104**Send Correspondence to:**
P.O. Box 31785
TAMPA, FL 33631-3785**Business Address:**
450 American St#9
Sunny Valley, CA 93065-6285**Notice Date:** June 10, 2016**Loan No.:** 174484081**Property Address:**
1454 Union Street
Manchester, NH 03104

SASHA WENZEL & ERIC DANEAULT:

The servicing of your home loan will transfer to Carrington Mortgage Services, LLC on July 01, 2016.

IMPORTANT INFORMATION ABOUT THE SERVICING OF YOUR HOME LOAN

On July 01, 2016, the servicing of your above referenced mortgage loan will transfer to Carrington Mortgage Services, LLC. As of that date, your new servicer, Carrington Mortgage Services, LLC, will support all of your loan servicing, including billing, payment processing, and customer support. You will no longer receive mortgage statements from Bank of America; instead, your statements will be sent by Carrington Mortgage Services, LLC.

Enclosed is a Notice of Servicing Transfer from Bank of America regarding the above referenced loan. No action is required on your part in response to this notice. In addition to the information provided in this letter, this notice will contain important information about the servicing transfer of your loan. Please note this servicing transfer only applies to the loan noted above. Other loans you may have with us will not be affected by this change unless you are notified. Please review this notice and retain it for your records.

In the mortgage lending industry, the transfer or sale of loan servicing to other servicing institutions is a common practice and we'll work closely with Carrington Mortgage Services, LLC to make the transition as smooth as possible. If you have any questions or concerns regarding this transfer, we're available to answer your questions Monday-Friday 7 a.m. to 7 p.m. Local Time at 1-800-669-6607.

WHAT YOU NEED TO KNOW

If you are currently being considered for a loan modification or other foreclosure avoidance program, your new servicer Carrington Mortgage Services, LLC is aware of your current status and will have all of your documents. Please contact Carrington Mortgage Services, LLC to complete the process and determine which programs may best suit your current situation. For more information on working with Carrington Mortgage Services, LLC, please review the frequently asked questions below.

ANSWERS TO QUESTIONS YOU MAY HAVE**What will change with my servicing transfer?**

- Your loan number and payment address information will change once your loan has been transferred. Please look for a letter from Carrington Mortgage Services, LLC within the next few weeks which will outline this important information.
- The transfer of your loan to Carrington Mortgage Services, LLC does not affect any terms or conditions of your mortgage loan, other than those terms directly related to the servicing of the loan.
- Your monthly payment will not be affected by this transfer.

Will the quality of my loan service change?

- We expect that the quality of your loan service will not change. We are transferring servicing on your loan to Carrington Mortgage Services, LLC, an experienced mortgage servicer who will work with you on your mortgage concerns.

Where should I make my home loan payments?

- You should continue to make your monthly payment to Bank of America through June 30, 2016. You will begin making payments to Carrington Mortgage Services, LLC on July 01, 2016.
- If you do not receive a billing statement from Carrington Mortgage Services, LLC before the payment is due, write your new loan number on your check and mail it to the payment address shown on the enclosed notice. Please note, if you do not have the new loan number, you may write your old Bank of America loan number on the check.

What if I have automatic payments set up with Bank of America?**SEE REVERSE SIDE FOR IMPORTANT INFORMATION**

- Any automatic payments set up with us through the PayPlan programs will be discontinued as of June 30, 2016. Please look for instructions from Carrington Mortgage Services, LLC or contact them on or after July 01, 2016 to determine what payment options they may offer.

Will I still be able to make my mortgage payment at a Bank of America financial center or through online banking?

- You will no longer be able to make your payment at a Bank of America financial center for the mortgage loan being transferred.
- If you make payments through Bank of America online banking or any other online banking or bill payment service, you will need to update your loan number and payee information for Carrington Mortgage Services, LLC on or after July 01, 2016.

When my loan is transferred, will I still have access to my online loan information through Bank of America?

- After the transfer is complete, your mortgage account will be moved to Carrington Mortgage Services, LLC. As a result, you will no longer access your mortgage information through Bank of America. Prior to the transfer, you may choose to download any information currently online to keep for your own records, such as tax documents, mortgage statements, payment history, etc. Carrington Mortgage Services, LLC will be able to provide you with information about access to your loan account information following the transfer. If you have any other accounts with Bank of America, such as checking, savings or credit card, you will still be able to access those accounts through Bank of America's online banking.

How will the service transfer affect my other Bank of America accounts?

- There will be no change to any additional accounts you have with us.
- If you have a Bank of America Advantage, Premium or Preferred checking account, and you're not charged a monthly fee on your account because your mortgage is with us, this will not change with the transfer of your mortgage to another servicer. We'll let you know in writing if this changes in the future.

What if I am currently participating in a loan modification or other foreclosure avoidance program (e.g., forbearance, short sale, refinance or deed in lieu of foreclosure)?

- The loan assistance programs that are offered by Carrington Mortgage Services, LLC are determined by the owner (also known as the investor) or insurer of your loan. Where applicable, Carrington Mortgage Services, LLC has agreed to evaluate your loan under the same investor or insurer guidelines as Bank of America, N.A.
- We will transfer any supporting documentation you may have submitted to us to Carrington Mortgage Services, LLC. We encourage you to work with Carrington Mortgage Services, LLC to complete the process and determine which programs may best suit your current situation.
- You should continue to make your payments to Bank of America, N.A. through June 30, 2016. On or after July 01, 2016, your payments should be made to Carrington Mortgage Services, LLC unless you are provided additional direction.
- If your loan is pending a decision regarding qualification for these programs, that decision will now be made by Carrington Mortgage Services, LLC.

Will my ability to receive financial counseling be impacted by this servicing transfer?

- If you have previously received an offer for financial counseling in association with a HAMP trial or permanent modification, the transfer of your loan does not impact that offer.
- If you have already set an appointment, please continue to attend your scheduled appointment.
- If you have yet to take advantage of this opportunity, please contact us at your earliest convenience by calling the number provided in your offer letter or by contacting your current Relationship Manager.

What if I need loan assistance after the transfer?

- If you experience a hardship and struggle with making your home loan payments after the servicing of your loan has been transferred, please contact Carrington Mortgage Services, LLC right away to request help. They will determine which program may be right for you based on the applicable investor and insurer guidelines.

What if I am refinancing my mortgage loan that is being transferred?

- Your refinance will not be affected by the upcoming loan transfer. If you are working on a refinance through Bank of America Home Loans, your application remains active and we will continue to work with you on your refinance. Please contact the Mortgage Loan Officer or Loan Processor you have been working with if you have any questions.

What about my optional insurance products with or through Bank of America?

- If your payments include amounts for any optional insurance products such as credit insurance, accidental death insurance, etc., please read the "Information About Optional Insurance Products" section in the enclosed notice carefully.

What about my other (non-insurance) optional products with or through Bank of America?

- If your payments include amounts for any other optional products you have purchased such as home warranty, identity theft protection, etc., we will no longer make payments to the optional product provider on your behalf. As a result, your optional product may be cancelled unless you are able to make alternative arrangements to pay the amounts due. To see if it is possible to establish another payment method and maintain your optional products, you will need to contact your optional product provider.
- Your provider contact information may be found on your monthly mortgage statement. If you have more than two optional products, they may not all be listed on your monthly mortgage statement. If you are unsure about how many optional products you have or you have questions about your products, please contact Bank of America.

WE'RE HERE TO HELP

Thank you for the opportunity to serve your home loan needs. If you have any questions or need assistance prior to your loan transfer, please call us toll free at 1-800-669-6607, Monday-Friday 7a.m. to 7p.m. Local Time.

Loan No.: 174484081

Notice Date: June 10, 2016

NOTICE OF SERVICING TRANSFER



You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, will be assigned, sold or transferred from **Bank of America, N.A.** to **Carrington Mortgage Services, LLC**, effective July 01, 2016.

The transfer of the servicing of your mortgage loan does not affect any terms or conditions of the mortgage instruments, other than those terms directly related to the servicing of your loan. Except in limited circumstances, federal law requires that your present servicer send you this notice at least 15 calendar days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 calendar days after this effective date or at closing.

YOUR SERVICER PRIOR TO JULY 01, 2016:

Your **present servicer** is **Bank of America, N.A.** If you have any questions relating to the transfer of servicing from your present servicer, please call **Bank of America, N.A. Customer Service** at 1-800-669-6607, Monday-Friday 7a.m. to 7p.m. Local Time. This is a toll-free number. The address to send written questions to your present servicer relating to the transfer of servicing of your mortgage loan (but not your loan payments) is: Customer Service Correspondence, P.O. Box 31785, TAMPA, FL 33631-3785.

YOUR NEW SERVICER ON AND AFTER JULY 01, 2016:

Your **new servicer** will be **Carrington Mortgage Services, LLC**.

Phone Number for Questions Related to Servicing Transfer

The telephone number of **Carrington Mortgage Services, LLC** is 1-800-561-4567. If you have any questions relating to the transfer of servicing to your new servicer, please call **Carrington Mortgage Services, LLC** Customer Service toll-free at 1-800-561-4567, 8:00 AM to 8:00 PM, Eastern Standard Time, Monday through Friday.

Address for Written Questions Related to Servicing Transfer

The address to send written questions related to the transfer of servicing to **Carrington Mortgage Services, LLC** is:

Carrington Mortgage Services, LLC
P.O. Box 3489

Anaheim, CA 92803

Address for Mailed Payments

The address to send payments to **Carrington Mortgage Services, LLC** is:

Carrington Mortgage Services, LLC
Attn: Cashiering , P.O. Box 79001
Phoenix, AZ 85062

Please include your loan number on all checks, cashier's checks and other payments sent to **Carrington Mortgage Services, LLC**.

INFORMATION CONCERNING YOUR LOAN PAYMENTS:

The date that **Bank of America, N.A.** will stop accepting payments from you is June 30, 2016.

The date that your **new servicer Carrington Mortgage Services, LLC** will start accepting payments from you is July 01, 2016. Send all payments due on or after that date to your **new servicer**.

INFORMATION ABOUT OPTIONAL INSURANCE PRODUCTS:

The transfer of servicing may affect the terms of or the continued availability of credit insurance, accidental death insurance or any other type of optional insurance in the following manner: **Bank of America, N.A.** will no longer make payments to the insurance company on your behalf. As a result, your coverage may be cancelled.

To see if it is possible to maintain coverage, you will need to contact your insurance provider to find out if you are still eligible to receive the coverage and/or to arrange another payment method.



TREATMENT OF PAYMENTS FOR THE 60 DAYS AFTER SERVICING TRANSFER:

Under federal law, during the 60-day period beginning the effective date of the transfer of the servicing of your mortgage loan, a loan payment received by current servicer on or before its due date may not be treated by the new servicer as late and a late fee may not be imposed on you.

Beginning July 01, 2016, Carrington Mortgage Services, LLC can assist you with any questions related to your home loan and the transfer of servicing. Carrington Mortgage Services, LLC's customer service number is 1-800-561-4557, 8:00 AM to 8:00 PM, Eastern Standard Time, Monday through Friday.



MILITARY PERSONNEL/SERVICEMEMBERS: If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or SCRA qualification may not necessarily prevent foreclosure. If your loan is in default, a court may authorize foreclosure. If you are having difficulty making your payments, please call us as soon as you can so we can discuss various home retention options. You can reach our Enterprise Military Benefits Unit at 877.345.0693. From outside the U.S., please call us at 817.245.4094. Both numbers are available 24/7. Homeowner counseling is also available at agencies such as Military OneSource at militaryonesource.mil or 800.342.9647 and Armed Forces Legal Assistance at legalassistance.law.af.mil, and through HUI-approved housing counseling agencies, which you can find at hud.gov/offices/hsg/sfh/hcc/hcs.cfm.

This communication is from Bank of America, N.A., the servicer of your home loan.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

NOTICE

Date: 08/05/2016

B

From: NCCI 14 Orchard Road Suite 200, Lake Forest, CA. 92630 (949)461-7592

Re: Account Number.: ****6601

Sasha Wenzel
1454 Union Street
Manchester, NH 03104

National Creditors Connection, Inc. ("NCCI") on behalf of Carrington Mortgage Services made or may have attempted to make contact with you to encourage you to contact them regarding the above referenced account. If you have not already done so please contact Carrington Mortgage Services to address the status of your account.

(1) The amount of the debt is \$7,336.40.*

* Please note we were advised by Carrington Mortgage Services of the amount of the debt as of 08/05/2016, and it does not reflect recent payments, credits or other adjustments since that date. Please contact Carrington Mortgage Services to obtain the most up to date information.

(2) The name of the creditor to whom the debt is owed is BANK OF AMERICA.

(3) Unless within thirty (30) days after receipt of this notice, you dispute the validity of the debt, or any portion of the debt, we will assume the debt to be valid.

(4) If you notify us in writing, within thirty (30) days after receipt of this notice, that the debt, or any portion of the debt, is disputed, we will obtain verification of the debt or obtain a copy of a judgment against you, and mail you a copy of such verification or judgment.

(5) If you notify us in writing, within thirty (30) days after receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.

Bankruptcy Notice: If you are currently in a bankruptcy proceeding or have received a discharge of the loan debt referenced above, this statement is being furnished for informational purposes only. It should not be construed as an attempt to collect against you personally. NCCI will take no steps to collect from you personally or against any collateral securing this loan, if applicable, while the bankruptcy's automatic stay remains in effect or if your liability on the debt has been discharged. If you are represented by an attorney, please provide this notice to your attorney.

STATE DISCLOSURES (if any):None

THIS NOTICE IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



P.O. Box 3489
Anaheim, CA 92803

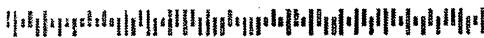
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0000362 01 MB 0-416 11 AUTO 70928103104-180254 -C01-P00362-1

SASHA WENZEL
ERIC DANEAULT
1454 UNION STREET
MANCHESTER NH 03104-1802



Property Address:
1454 UNION STREET
MANCHESTER, NH 03104



Loan Number: 4000316601

07/29/2016

NOTICE OF INTENT TO FORECLOSE

Dear Mortgagor(s):

The above referenced loan is in default because the monthly payment(s) due on and after 05/01/2016 have not been received. The amount required to cure the delinquency, as of the date of this letter, is \$5,502.30 less \$0.00, monies held in Unapplied.

SUBSEQUENT PAYMENTS, LATE CHARGES, AND OTHER FEES WILL BE ADDED TO THE ABOVE STATED REINSTATEMENT AMOUNT AS THEY ARE ASSESSED.

Please remit the total amount due in CERTIFIED FUNDS, utilizing one of the following payment resources:

Overnight Mail

Carrington Mortgage Services, LLC
Cashiering Dept. 2-270
1600 South Douglass Road, Suites 110 & 200-A
Anaheim, CA 92806

Western Union

Quick Collect (any location)
Code City - CARRINGTONMS
Code State - CA

MoneyGram

Receive Code - 7998

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, PLEASE CONTACT CARRINGTON MORTGAGE SERVICES, TO DISCUSS HOME RETENTION ALTERNATIVES TO AVOID FORECLOSURE AT (800) 561-4567 OR BY MAIL AT 1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A, ANAHEIM, CA 92806. YOU MAY ALSO CONTACT THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOTLINE NUMBER AT (800) 569-4287 OR YOU CAN VISIT THEIR WEBSITE AT <http://www.hud.gov/foreclosure/index.cfm> TO FIND OUT OTHER OPTIONS YOU MAY HAVE TO AVOID FORECLOSURE.

Failure to cure the delinquency within 30 days of the date of this letter may result in acceleration of the sums secured by the Deed of Trust or Mortgage, and sale of the property.

You have the right to reinstate your loan after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.

Should you have any questions, please contact our office at (800) 561-4567 Monday through Friday 8:00 a.m. to 8:00 p.m. Eastern Time.

Sincerely,

Loan Servicing Department
Carrington Mortgage Services, LLC



IMPORTANT DISCLOSURES

-INQUIRIES & COMPLAINTS-

For inquiries and complaints about your mortgage loan, please contact our CUSTOMER SERVICE DEPARTMENT by writing to Carrington Mortgage Services, LLC, Attention: Customer Service, P.O Box 3489, Anaheim, CA 92803, or calling (800) 561-4567. Please include your loan number on all pages of correspondence. The CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC is toll free and you may call from 8:00 a.m. to 8:00 p.m., Eastern Time, Monday through Friday. You may also visit our website at <https://carringtonlms.com>.

-IMPORTANT BANKRUPTCY NOTICE-

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

-CREDIT REPORTING-

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

-MINI MIRANDA-

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

-HUD COUNSELOR INFORMATION-

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to www.consumerfinance.gov/find-a-housing-counselor.

-EQUAL CREDIT OPPORTUNITY ACT NOTICE-

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

-SCRA DISCLOSURE-

MILITARY PERSONNEL/SERVICEMEMBERS: If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at (888) 267-5474.

-NOTICES OF ERROR AND INFORMATION REQUESTS-

You have the right to request documents we relied upon in reaching our determination. You may request such documents or receive further assistance by contacting the Customer Service Department at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time or by mail at P.O. Box 3489, Anaheim, CA 92803.

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THE STATE OF NEW HAMPSHIRE

HILLSBOROUGH, SS.
NORTH

SUPERIOR COURT

SASHA WENZEL,
and
ERIC DANEAULT
Plaintiffs,

v.

NATIONAL CREDITORS CONNECTON, INC
And
CARRINGTON MORTGAGE SERVICES
Defendants.

Case No.: 16-CV-00481-LM

**PLAINTIFFS' ORIGINAL COMPLAINT
AND REQUEST FOR JURY TRIAL**

INTRODUCTION

1. This is an action for damages and equitable relief brought by a homeowner against the Defendants for the mishandling of the loan, misrepresentations, other claims related to breach of contract and violations of federal law which forced their loan in to default and in danger of foreclosure.

PARTIES

2. The Plaintiffs Sasha Wenzel and Eric Daneault are individuals who own the dwelling located at 1454 Union Street, Manchester, NH 03104("home").

3. Defendant National Creditors Connection, Inc. ("NCCI") is a corporation with a principal place of business located at 14 Orchard Road, Suite 200, Lake Forest, CA 92630.

4. Defendant has a registered agent in state by the name and address of Lawyers Incorporating Service, 10 Ferry Street S313, Concord, NH 03301.

5. Defendant Carrington Mortgage Services, LLC is a servicer acting on behalf of Bank of America with a principal address of 1600 South Douglass Rd., STE 200-A & 110, Anaheim CA 92806.
6. Defendant Carrington Mortgage Services, LLC has a registered agent in the state by the name and address of CT Corporation System, 9 Capital Street, Concord, NH 03301.

JURISDICTION AND VENUE

7. Jurisdiction in this Court is proper because the Plaintiffs reside in this jurisdiction; the property in question is located in this jurisdiction, and the acts and omissions giving rise to this action occurred in New Hampshire.
8. Venue is proper in the Superior Court because the amount in controversy exceeds \$1,500.00.

FACTS

9. The Plaintiffs bring this action as a result of several illegal and wrongful actions taken in the servicing and holding of the Plaintiffs' Mortgage.
10. Through their violations of RESPA and common law the Defendants have caused two homeowners ready to make their full mortgage payments in a timely manner to fall in to arrears on the loan, putting them in danger of losing their home.
11. On June 10th, 2016 the Plaintiffs were mailed the letter attached hereto as exhibit A.
12. That letter indicated that servicing of the Plaintiffs' loan would be transferred to Carrington Mortgage Services, LLC on July 1, 2016.
13. The Plaintiffs never received any notice from Carrington Mortgage Services, LLC that they were taking over servicing of the loan.
14. Before the servicing transfer each of the Plaintiffs' payments were processed and applied to their loan.

15. Before the servicing transfer none of the Plaintiffs' payments were returned to them.
16. After the servicing transfer the Plaintiffs' payments began to be returned to them after two payments were accepted and cashed.
17. The Defendant Carrington Mortgage Services, LLC added late fees and other fees to the Plaintiffs Loan.
18. On August 5, 2016 the Plaintiffs were sent the notice attached hereto as exhibit B.
19. This notice is a collection letter from defendant NCCI which specifically indicates that it is an attempt to collect a debt for Carrington Mortgage Services, LLC.
20. On August 10, 2016 Plaintiffs were sent the notice attached hereto as exhibit C.
21. This notice is a notice of intent to foreclose set by Carrington Mortgage Services, LLC.
22. Throughout the month of August the Plaintiffs received calls from Defendant Carrington Mortgage Services on Ms. Wenzel's personal cell phone.
23. The Plaintiffs received at least 4 of these calls within the month of August.
24. These calls left messages that were primarily silent, consistent with the use of an auto or predictive dialer to make the calls.
25. One of these messages contains dead air until communicating the message "f*** you" to the Plaintiffs.
26. The Plaintiffs never gave the Defendant authorization to contact their cell phone with an auto or predictive dialer.
27. These calls did not give the Plaintiffs an option to opt out of receiving additional calls.
28. The Plaintiffs wish to continue to pay their loan, which was placed in to arrears during a servicer transfer.

ALLEGATIONS REQUIRING LEGAL & EQUITABLE CONSIDERATION

Count I: VIOLATIONS OF RESPA 12 USC 2605

Carrington Mortgage Services, LLC Only

29. Plaintiffs repeat, and re-allege each and every allegation contained herein as if fully stated within this count.
30. Under RESPA “Each servicer of any federally related mortgage loan shall notify the borrower in writing of any assignment, sale, or transfer of the servicing of the loan to any other person.” 12 USC 2605(b)(1)
31. This notice was never sent by Carrington Mortgage Services, LLC nor received by the Plaintiffs.
32. Carrington Mortgage Services, LLC failed to treat the Plaintiffs’ payments as required by 12 USC 2605(d) during the 60 day period beginning at the effective date of transfer.
33. Carrington Mortgage Services, LLC charged the Plaintiffs late and other fees despite receiving payments before their due dates.
34. Carrington Mortgage Services, LLC went so far as to return the Plaintiffs payments and attempt late fee collection efforts during that 60 day period.
35. These actions blatantly violate RESPA 12 USC 2605.

Count II: Negligent Misrepresentation

Carrington Mortgage Services, LLC Only

36. Plaintiffs repeat, and re-allege each and every allegation contained herein as if fully stated within this count.
37. A cause of action is stated by a “negligent misrepresentation of a material fact by the defendant and justifiable reliance by the plaintiff.” *See Snierson v. Scruton*, 145 NH 73, 78 (2000).

38. Negligent misrepresentation is an exception to the economic loss doctrine when the Plaintiff alleges “independent, affirmative misrepresentations unrelated to the performance of the contract.” Wyle v. Lees, 162 N.H. 406, 412 (2011).

39. “It is the duty of one who volunteers information to another not having equal knowledge, with the intention that he [or she] will act upon it, to exercise reasonable care to verify the truth of his [or her] statements before making them.” *Id. quoting Patch v. Arsenault*, 139 N.H. 313, 319 (1995).

40. The Defendants are entities whose course of business includes completing transactions in which they have pecuniary interests.

41. In the course of such business, the Defendants supplied information for the guidance of the Plaintiff in said business transactions.

42. The Defendants supplied this information from positions of superior knowledge.

43. The Defendants have made inconsistent, inaccurate, and misleading representations regarding the mortgage at issue and the payments of the Plaintiffs.

44. These representations lead the Plaintiffs to believe that their payments were timely, despite Carrington Mortgage Services, LLC’s recent claims that they are not.

45. Carrington Mortgage Services, LLC has represented the loan as accumulating late and other fees that they are not allowed to collect under RESPA.

46. These additional fees increased the Defendants reinstatement amount to a level where payment is impossible.

47. The Defendants made these representations with the intent that the Plaintiffs rely thereon.

48. The Defendants’ representations were made from a position of superior knowledge.

49. By presenting themselves as experts in the field of mortgage holding and servicing and by advising the Plaintiffs regarding his loan the Defendants' owed the Plaintiffs a duty of care to make sure that these representations were accurate and communicated effectively.

50. Defendant's breach of duty and negligent misrepresentations caused the Plaintiff significant damages in alleged and erroneous costs, fees, interest, penalties and unnecessary foreclosure.

Count III: Breach of Covenant of Good Faith and Fair Dealing

Carrington Mortgage Services, LLC Only

51. Plaintiffs repeat, and re-allege each and every allegation contained herein as if fully stated within this count.

52. "In every agreement, there is an implied covenant that the parties will act in good faith and fairly with one another." Livingston v. 18 Mile Point Drive, Ltd., 158 NH 619, 624 (2009).

53. The function of the implied covenant is to "prohibit behavior inconsistent with the parties' agreed-upon common purpose and justified expectations . . . as well as 'with common standards of decency, fairness and reasonableness.'" Id. at 625, quoting Richard v. Good Luck Trailer Court, 157 N.H. 65, 70 (2008).

54. The Defendants' actions have been patently inconsistent with fairness, decency, and reasonableness.

55. The Defendants' actions have violated the covenant of good faith and fair dealing in the following ways:

- a. By keeping the Plaintiffs uninformed and off track with their loan;
- b. By refusing payments immediately upon a servicing transfer;
- c. By ignoring the Plaintiffs' ability to pay and refusing to take their payments while they continued to add interest, late payments, and other fees to the Plaintiff's loan.

56. Plaintiffs are therefore entitled to an injunction, specific performance and/or restitution damages.

Count IV: Defendant's Violations of 47 U.S.C. 227

Carrington Mortgage Services, LLC's Only

57. Plaintiffs repeat and re-allege each and every allegation contained herein as if fully stated within this count.

58. The TCPA makes it unlawful for any person to make a call using any automatic telephone dialing system or an artificial or prerecorded voice: “(iii) to the telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the call.” 47 U.S.C. § 227(b)(1)(A)(ii).

59. The Statutory scheme of the TCPA provides for a private action for violations of the statute: “A person or entity may, if otherwise permitted by the laws or rules of court of a State, bring in an appropriate court of that State- (A) an action based on a violation of this subsection or the regulations prescribed under this subsection to enjoin such violation, (B) an action to recover for actual monetary loss from such a violation, or to receive \$500 in damages for each such violation, whichever is greater, or (C) both such actions.” 47 U.S.C. § 227(b)(3).

60. “If the court finds that the defendant willfully or knowingly violated this subsection or the regulations prescribed under this subsection, the court may, in its discretion, increase the amount of the award to an amount equal to not more than 3 times the amount available under subparagraph (B) of this paragraph.” 47 U.S.C. § 227(b)(3).

61. “[A]n act may be ‘intentional’ for purposes of civil liability even if the actor lacked actual knowledge that [their] conduct violated the law.” Jerman v. Carlisle, McNellie, Rini, Kramer, 130 S. Ct. 1605, 1612 (2010). *See also Kolstad v. American Dental Assn.*, 527 US 526, 549 (1999) (holding that willful violations can be found where a defendant acts with “careless” or “reckless” disregard for federally protected rights).

62. Here, Defendant has used an “automatic telephone dialing system” to call the Plaintiff on her

cellular telephone.

63. In the alternative Defendant has used a “predictive telephone dialing system” to call the Plaintiff on her cellular telephone.
64. The Defendant did not have Plaintiff’s consent to contact her cell phone.
65. The Defendant made this call with careless or reckless disregard that their conduct violated the law.
66. The nature of the Defendant’s conduct towards the Plaintiff implies that they have conducted these violations in a widespread manner.
67. A heretofore unknown number of consumers have the same or similar claims against the Defendant and are entitled to the relief provided for by Federal Law.

Count V: Violations of the Fair Debt Collection Practices Act 15 USC 1692d(5)
Carrington Mortgage Services, LLC Only

68. Plaintiffs repeat and re-allege each and every allegation contained herein as if fully stated within this count.
69. “A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

* * *

- (5) Causing a telephone to ring or engaging any person in telephone conversation repeatedly or continuously with intent to annoy, abuse, or harass any person at the called number.”
70. The Defendant, through its agents, repeatedly called the Plaintiff’s cellular phone in order to engage her in discussion regarding the alleged debt.
71. Upon information and belief the Defendant did so with intent to annoy abuse, or harass the Plaintiff.

72. The circumstances surrounding the calls including the message communicated and the consistent nature of the calls allows for an inference that annoyance, abuse, or harassment was the only logical intent of the Defendant.

Count VI: Violations of the Fair Debt Collection Practices Act 15 USC 1692e
Carrington Mortgage Services, LLC and NCCI

73. Plaintiffs repeat and re-allege each and every allegation herein as if fully stated within this count.

74. “A debt collector may not use any false, deceptive, or misleading representations or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

* * *

(2) The false representation of - - (A) the character, amount, or legal status of any debt...(7)
The false representation or implication that the consumer committed any crime or other conduct in order to disgrace the consumer.”

75. Here the Defendant unlawfully added late and other fees to the Plaintiffs loan without right.

76. The Defendants each sent a letter attempting to collect these fees. (See Exhibits B and C).

Count VII: Violations of the Fair Debt Collection Practices Act 15 USC 1692d
Carrington Mortgage Services, LLC Only

77. Plaintiffs repeat and re-allege each and every allegation herein as if fully stated within this count.

78. “A debt collector may not engage in any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section

* * *

(2) The Use of obscene or profane language or language the natural consequence of which is to abuse or harass the hearer or reader."

79. Here the Defendant left a message with the Plaintiffs that communicated only the words "f*** you."

80. This language is undoubtedly obscene and profane in violation of the Fair Debt Collection Practices Act.

Count VIII: Negligent Infliction of Emotional Distress
Carrington Mortgage Services, LLC and NCCI

81. Plaintiffs repeat, and re-allege each and every allegation contained herein as if fully stated within this count.

82. A claim for Negligent Infliction of Emotional Distress ("NIED") requires negligence on the part of the Defendant, foreseeability, and mental and emotional harm to the Plaintiff. O'Donnell v. HCA Health Servs. of N.H., 152 N.H. 603, 611 (2005).

83. The Plaintiffs, as the homeowner of the property, was a foreseeable victim of the Defendants' actions.

84. The Plaintiffs have suffered physical ailments as a result of such distress including, loss of appetite, upset stomach, head ache, sleeplessness, etc.

85. The Plaintiff is on social security disability for anxiety, depression and chronic pain and the actions of the Defendant have aggravated these conditions.

86. The Plaintiffs have further suffered damages in the form of severe mental anguish as result of the Defendant's acts as described herein.

Count IX: Standing
Carrington Mortgage Services, LCC

87. Plaintiffs repeat, reallege, and incorporate by reference each and every allegation contained herein as if fully stated within this count.

88. Plaintiffs hereby raise the issue of legal standing of the Defendant to foreclose this mortgage and request strict compliance with the law as required before the drastic remedy of foreclosure by the power of sale can be lawfully executed. *See Miroslav Zecevic v. US Bank National Association, as Trustee, Et Al.*, Belknap Superior, Docket No. 10-E-196, Order of January 20, 2011, pp 4-6, O'Neill, III, J. *citing US Bank Nat'l Ass'n v. Ibanez*, 458 Mass. 637 (2011).

89. There is more than mere possibility or speculation that the Defendants have acted unlawfully. *See Worrall c. Fed. Nat'l Mortg. Assoc. and Nationstar Mortg.*, 2013 DNH 158 (2013).

90. If no properly executed promissory note can be produced by the Defendant in accordance with RSA 477:3 and RSA 382-A:3, the Plaintiffs would challenge the Defendant's legal standing to foreclose.

91. If no strict compliance with RSA 479:25 can be shown, the Plaintiffs would challenge the Defendant's legal standing to foreclose.

WHEREFORE, the Plaintiffs respectfully requests that this Honorable Court:

- A. Adjudging that the Defendant Carrington Mortgage Services, LLC violated 12 U.S.C. § 2605;
- B. Awarding Plaintiffs statutory damages, pursuant to 15 U.S.C. § 2605(f);
- C. Adjudging that Defendants violated 15 U.S.C. § 1692;
- D. Awarding Plaintiffs statutory damages, pursuant to 15 U.S.C. § 1692k, in the amount of \$1,000.00;
- E. Awarding Plaintiffs reasonable attorneys' fees and costs incurred in this action;
- F. Adjudging that the Defendant Carrington Mortgage Services, LLC violated 47 U.S.C.

§ 227;

- G. Awarding the Plaintiffs statutory damages for each phone call made in violation of the statute, pursuant to 47 U.S.C. § 227(b)(3);
- H. Award Plaintiffs triple damages pursuant to 47 U.S.C. § 227(b)(3);
- I. Prior to any judicial sanction of foreclosure, Order the Defendants to produce documentation of their legal right to foreclose under RSA 479:25 and RSA 477:3 and RSA 382-A:3;
- J. Award all lawful damages, costs and attorneys' fees;
- K. Grant such other lawful relief as may be just and equitable.

DATED: September 13, 2016

Respectfully Submitted,
Plaintiffs
by their Counsel,



Atty. Keith A. Mathews
NH BAR: 20997
Associated Attorneys of New England
587 Union Street, 2nd Floor
Manchester, NH 03104
Tel:603-622-8100
Fax:888-912-1497
keith@aaone.law

Bank of America

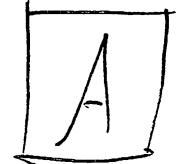
Home Loans

P.O. Box 31785
TAMPA, FL 33631-3785**IMPORTANT INFORMATION ENCLOSED**

 AT2 9-772-32356-0001414-001-1-000-000-000-000
SASHA WENZEL & ERIC DANEAULT
1454 UNION ST
MANCHESTER, NH 03104Send Correspondence to:
P.O. Box 31735
TAMPA, FL 33631-3785Business Address:
450 American Street
Simi Valley, CA 93065-6285

Notice Date: June 10, 2016

Loan No.: 174484081

Property Address:
1454 Union Street
Manchester, NH 03104

SASHA WENZEL & ERIC DANEAULT:

The servicing of your home loan will transfer to Carrington Mortgage Services, LLC on July 01, 2016.

IMPORTANT INFORMATION ABOUT THE SERVICING OF YOUR HOME LOAN

On July 01, 2016, the servicing of your above referenced mortgage loan will transfer to Carrington Mortgage Services, LLC. As of that date, your new servicer, Carrington Mortgage Services, LLC, will support all of your loan servicing, including billing, payment processing, and customer support. You will no longer receive mortgage statements from Bank of America; instead, your statements will be sent by Carrington Mortgage Services, LLC.

Enclosed is a **Notice of Servicing Transfer** from Bank of America regarding the above referenced loan. No action is required on your part in response to this notice. In addition to the information provided in this letter, this notice will contain important information about the servicing transfer of your loan. Please note this servicing transfer only applies to the loan noted above. Other loans you may have with us will not be affected by this change unless you are notified. **Please review this notice and retain it for your records.**

In the mortgage lending industry, the transfer or sale of loan servicing to other servicing institutions is a common practice and we'll work closely with Carrington Mortgage Services, LLC to make the transition as smooth as possible. If you have any questions or concerns regarding this transfer, we're available to answer your questions Monday-Friday 7a.m. to 7p.m. Local Time at 1-800-669-6607.

WHAT YOU NEED TO KNOW

If you are currently being considered for a loan modification or other foreclosure avoidance program, your new servicer Carrington Mortgage Services, LLC is aware of your current status and will have all of your documents. Please contact Carrington Mortgage Services, LLC to complete the process and determine which programs may best suit your current situation. For more information on working with Carrington Mortgage Services, LLC, please review the frequently asked questions below.

ANSWERS TO QUESTIONS YOU MAY HAVE**What will change with my servicing transfer?**

- Your loan number and payment address information will change once your loan has been transferred. Please look for a letter from Carrington Mortgage Services, LLC within the next few weeks which will outline this important information.
- The transfer of your loan to Carrington Mortgage Services, LLC does not affect any terms or conditions of your mortgage loan, other than those terms directly related to the servicing of the loan.
- Your monthly payment will not be affected by this transfer.

Will the quality of my loan service change?

- We expect that the quality of your loan service will not change. We are transferring servicing on your loan to Carrington Mortgage Services, LLC, an experienced mortgage servicer who will work with you on your mortgage concerns.

Where should I make my home loan payments?

- You should continue to make your monthly payment to Bank of America through June 30, 2016. You will begin making payments to Carrington Mortgage Services, LLC on July 01, 2016.
- If you do not receive a billing statement from Carrington Mortgage Services, LLC before the payment is due, write your new loan number on your check and mail it to the payment address shown on the enclosed notice. Please note, if you do not have the new loan number, you may write your old Bank of America loan number on the check.

What if I have automatic payments set up with Bank of America?

- Any automatic payments set up with us through the PayPlan programs will be discontinued as of June 30, 2016. Please look for instructions from Carrington Mortgage Services, LLC or contact them on or after July 01, 2016 to determine what payment options they may offer.

Will I still be able to make my mortgage payment at a Bank of America financial center or through online banking?

- You will no longer be able to make your payment at a Bank of America financial center for the mortgage loan being transferred.
- If you make payments through Bank of America online banking or any other online banking or bill payment service, you will need to update your loan number and payee information for Carrington Mortgage Services, LLC on or after July 01, 2016.

When my loan is transferred, will I still have access to my online loan information through Bank of America?

- After the transfer is complete, your mortgage account will be moved to Carrington Mortgage Services, LLC. As a result, you will no longer access your mortgage information through Bank of America. Prior to the transfer, you may choose to download any information currently online to keep for your own records, such as tax documents, mortgage statements, payment history, etc. Carrington Mortgage Services, LLC will be able to provide you with information about access to your loan account information following the transfer. If you have any other accounts with Bank of America, such as checking, savings or credit card, you will still be able to access those accounts through Bank of America's online banking.

How will the service transfer affect my other Bank of America accounts?

- There will be no change to any additional accounts you have with us.
- If you have a Bank of America Advantage, Premium or Preferred checking account, and you're not charged a monthly fee on your account because your mortgage is with us, this will not change with the transfer of your mortgage to another servicer. We'll let you know in writing if this changes in the future.

What if I am currently participating in a loan modification or other foreclosure avoidance program (e.g., forbearance, short sale, refinance or deed in lieu of foreclosure)?

- The loan assistance programs that are offered by Carrington Mortgage Services, LLC are determined by the owner (also known as the investor) or insurer of your loan. Where applicable, Carrington Mortgage Services, LLC has agreed to evaluate your loan under the same investor or insurer guidelines as Bank of America, N.A..
- We will transfer any supporting documentation you may have submitted to us to Carrington Mortgage Services, LLC. We encourage you to work with Carrington Mortgage Services, LLC to complete the process and determine which programs may best suit your current situation.
- You should continue to make your payments to Bank of America, N.A. through June 30, 2016. On or after July 01, 2016, your payments should be made to Carrington Mortgage Services, LLC unless you are provided additional direction.
- If your loan is pending a decision regarding qualification for these programs, that decision will now be made by Carrington Mortgage Services, LLC.

Will my ability to receive financial counseling be impacted by this servicing transfer?

- If you have previously received an offer for financial counseling in association with a HAMP trial or permanent modification, the transfer of your loan does not impact that offer.
- If you have already set an appointment, please continue to attend your scheduled appointment.
- If you have yet to take advantage of this opportunity, please contact us at your earliest convenience by calling the number provided in your offer letter or by contacting your current Relationship Manager.

What if I need loan assistance after the transfer?

- If you experience a hardship and struggle with making your home loan payments after the servicing of your loan has been transferred, please contact Carrington Mortgage Services, LLC right away to request help. They will determine which program may be right for you based on the applicable investor and insurer guidelines.

What if I am refinancing my mortgage loan that is being transferred?

- Your refinance will not be affected by the upcoming loan transfer. If you are working on a refinance through Bank of America Home Loans, your application remains active and we will continue to work with you on your refinance. Please contact the Mortgage Loan Officer or Loan Processor you have been working with if you have any questions.

What about my optional insurance products with or through Bank of America?

- If your payments include amounts for any optional insurance products such as credit insurance, accidental death insurance, etc., please read the "Information About Optional Insurance Products" section in the enclosed notice carefully.

What about my other (non-insurance) optional products with or through Bank of America?

- If your payments include amounts for any other optional products you have purchased such as home warranty, identity theft protection, etc., we will no longer make payments to the optional product provider on your behalf. As a result, your optional product may be cancelled unless you are able to make alternative arrangements to pay the amounts due. To see if it is possible to establish another payment method and maintain your optional products, you will need to contact your optional product provider.
- Your provider contact information may be found on your monthly mortgage statement. If you have more than two optional products, they may not all be listed on your monthly mortgage statement. If you are unsure about how many optional products you have or you have questions about your products, please contact Bank of America.

WE'RE HERE TO HELP

Thank you for the opportunity to serve your home loan needs. If you have any questions or need assistance prior to your loan transfer, please call us toll free at 1-800-669-6607, Monday-Friday 7a.m. to 7p.m. Local Time.

Loan No.: 174484081

Notice Date: June 10, 2016

NOTICE OF SERVICING TRANSFER

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, will be assigned, sold or transferred from **Bank of America, N.A.** to **Carrington Mortgage Services, LLC**, effective July 01, 2016.

The transfer of the servicing of your mortgage loan does not affect any terms or conditions of the mortgage instruments, other than those terms directly related to the servicing of your loan. Except in limited circumstances, federal law requires that your present servicer send you this notice at least 15 calendar days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 calendar days after this effective date or at closing.

YOUR SERVICER PRIOR TO JULY 01, 2016:

Your **present servicer** is **Bank of America, N.A.** If you have any questions relating to the transfer of servicing from your present servicer, please call **Bank of America, N.A.** Customer Service at 1-800-669-6607, Monday-Friday 7a.m. to 7p.m. Local Time. This is a toll-free number. The address to send written questions to your present servicer relating to the transfer of servicing of your mortgage loan (but not your loan payments) is: Customer Service Correspondence, P.O. Box 31785, TAMPA, FL 33631-3785.

YOUR NEW SERVICER ON AND AFTER JULY 01, 2016:

Your new servicer will be **Carrington Mortgage Services, LLC**.

Phone Number for Questions Related to Servicing Transfer

The telephone number of **Carrington Mortgage Services, LLC** is 1-800-561-4567. If you have any questions relating to the transfer of servicing to your new servicer, please call **Carrington Mortgage Services, LLC** Customer Service toll-free at 1-800-561-4567, 8:00 AM to 8:00 PM, Eastern Standard Time, Monday through Friday.

Address for Written Questions Related to Servicing Transfer

The address to send written questions related to the transfer of servicing to **Carrington Mortgage Services, LLC** is:

Carrington Mortgage Services, LLC
P.O. Box 3489

Anaheim, CA 92803

Address for Mailed Payments

The address to send payments to **Carrington Mortgage Services, LLC** is:

Carrington Mortgage Services, LLC
Attn: Cashiering , P.O. Box 79001
Phoenix, AZ 85062

Please include your loan number on all checks, cashier's checks and other payments sent to **Carrington Mortgage Services, LLC**.

INFORMATION CONCERNING YOUR LOAN PAYMENTS:

The date that **Bank of America, N.A.** will stop accepting payments from you is June 30, 2016.

The date that your **new servicer Carrington Mortgage Services, LLC** will start accepting payments from you is July 01, 2016. Send all payments due on or after that date to your **new servicer**.

INFORMATION ABOUT OPTIONAL INSURANCE PRODUCTS:

The transfer of servicing may affect the terms of or the continued availability of credit insurance, accidental death insurance or any other type of optional insurance in the following manner: **Bank of America, N.A.** will no longer make payments to the insurance company on your behalf. As a result, your coverage may be cancelled.

To see if it is possible to maintain coverage, you will need to contact your insurance provider to find out if you are still eligible to receive the coverage and/or to arrange another payment method.

TREATMENT OF PAYMENTS FOR THE 60 DAYS AFTER SERVICING TRANSFER:

Under federal law, during the 60-day period beginning the effective date of the transfer of the servicing of your mortgage loan, a loan payment received by current servicer on or before its due date may not be treated by the new servicer as late and a late fee may not be imposed on you.

Beginning July 01, 2016, Carrington Mortgage Services, LLC can assist you with any questions related to your home loan and the transfer of servicing. Carrington Mortgage Services, LLC's customer service number is 1-800-561-4567, 8:00 AM to 8:00 PM, Eastern Standard Time, Monday through Friday.



MILITARY PERSONNEL/SERVICEMEMBERS: If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or SCRA qualification may not necessarily prevent foreclosure. If your loan is in default, a court may authorize foreclosure. If you are having difficulty making your payments, please call us as soon as you can so we can discuss various home retention options. You can reach our Enterprise Military Benefits Unit at 877.345.0693. From outside the U.S., please call us at 817.245.4094. Both numbers are available 24/7. Homeowner counseling is also available at agencies such as Military OneSource at militaryonesource.mil or 800.342.9647 and Armed Forces Legal Assistance at legalassistance.law.af.mil, and through HUD-approved housing counseling agencies, which you can find at hud.gov/offices/hsg/sfh/hcc/hcs.cfm.

This communication is from Bank of America, N.A., the servicer of your home loan.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

NOTICE

B

Date: 08/05/2016

From: NCCI 14 Orchard Road Suite 200, Lake Forest, CA. 92630 (949)461-7592

Re: Account Number.: ****6601

Sasha Wenzel
1454 Union Street
Manchester, NH 03104

National Creditors Connection, Inc. ("NCCI") on behalf of Carrington Mortgage Services made or may have attempted to make contact with you to encourage you to contact them regarding the above referenced account. If you have not already done so please contact Carrington Mortgage Services to address the status of your account.

(1) The amount of the debt is \$7,336.40.*

* Please note we were advised by Carrington Mortgage Services of the amount of the debt as of 08/05/2016, and it does not reflect recent payments, credits or other adjustments since that date. Please contact Carrington Mortgage Services to obtain the most up to date information.

(2) The name of the creditor to whom the debt is owed is BANK OF AMERICA.

(3) Unless within thirty (30) days after receipt of this notice, you dispute the validity of the debt, or any portion of the debt, we will assume the debt to be valid.

(4) If you notify us in writing, within thirty (30) days after receipt of this notice, that the debt, or any portion of the debt, is disputed, we will obtain verification of the debt or obtain a copy of a judgment against you, and mail you a copy of such verification or judgment.

(5) If you notify us in writing, within thirty (30) days after receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.

Bankruptcy Notice: If you are currently in a bankruptcy proceeding or have received a discharge of the loan debt referenced above, this statement is being furnished for informational purposes only. It should not be construed as an attempt to collect against you personally. NCCI will take no steps to collect from you personally or against any collateral securing this loan, if applicable, while the bankruptcy's automatic stay remains in effect or if your liability on the debt has been discharged. If you are represented by an attorney, please provide this notice to your attorney.

STATE DISCLOSURES (if any):None

THIS NOTICE IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



P.O. Box 3489
Anaheim, CA 92803

C

0000362 01 MB 0.416 **AUTO 70928103104-180254 -C01-P00362-1

SASHA WENZEL
ERIC DANEAULT
1454 UNION STREET
MANCHESTER NH 03104-1802



Property Address:
1454 UNION STREET
MANCHESTER, NH 03104



Loan Number: 4000316601

07/29/2016

NOTICE OF INTENT TO FORECLOSE

Dear Mortgagor(s):

The above referenced loan is in default because the monthly payment(s) due on and after 05/01/2016 have not been received. The amount required to cure the delinquency, as of the date of this letter, is \$5,502.30 less \$0.00, monies held in Unapplied.

SUBSEQUENT PAYMENTS, LATE CHARGES, AND OTHER FEES WILL BE ADDED TO THE ABOVE STATED REINSTATEMENT AMOUNT AS THEY ARE ASSESSED.

Please remit the total amount due in CERTIFIED FUNDS, utilizing one of the following payment resources:

Overnight Mail

Carrington Mortgage Services, LLC
Cashiering Dept. 2-270
1600 South Douglass Road, Suites 110 & 200-A
Anaheim, CA 92806

Western Union

Quick Collect (any location)
Code City - CARRINGTONMS
Code State - CA

MoneyGram

Receive Code - 7998

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, PLEASE CONTACT CARRINGTON MORTGAGE SERVICES, TO DISCUSS HOME RETENTION ALTERNATIVES TO AVOID FORECLOSURE AT (800) 561-4567 OR BY MAIL AT 1600 SOUTH DOUGLASS ROAD, SUITES 110 & 200-A, ANAHEIM, CA 92806. YOU MAY ALSO CONTACT THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOTLINE NUMBER AT (800) 569-4287 OR YOU CAN VISIT THEIR WEBSITE AT <http://www.hud.gov/foreclosure/index.cfm> TO FIND OUT OTHER OPTIONS YOU MAY HAVE TO AVOID FORECLOSURE.

Failure to cure the delinquency within 30 days of the date of this letter may result in acceleration of the sums secured by the Deed of Trust or Mortgage, and sale of the property.

You have the right to reinstate your loan after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and sale.

Should you have any questions, please contact our office at (800) 561-4567 Monday through Friday 8:00 a.m. to 8:00 p.m. Eastern Time.

Sincerely,

Loan Servicing Department
Carrington Mortgage Services, LLC



IMPORTANT DISCLOSURES

-INQUIRIES & COMPLAINTS-

For inquiries and complaints about your mortgage loan, please contact our CUSTOMER SERVICE DEPARTMENT by writing to Carrington Mortgage Services, LLC, Attention: Customer Service, P.O Box 3489, Anaheim, CA 92803, or calling (800) 561-4567. Please include your loan number on all pages of correspondence. The CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC is toll free and you may call from 8:00 a.m. to 8:00 p.m., Eastern Time, Monday through Friday. You may also visit our website at <https://carringtonms.com>.

-IMPORTANT BANKRUPTCY NOTICE-

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

-CREDIT REPORTING-

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

-MINI MIRANDA-

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

-HUD COUNSELOR INFORMATION-

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to www.consumerfinance.gov/find-a-housing-counselor.

-EQUAL CREDIT OPPORTUNITY ACT NOTICE-

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

-SCRA DISCLOSURE-

MILITARY PERSONNEL/SERVICEMEMBERS: if you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at (888) 267-5474.

-NOTICES OF ERROR AND INFORMATION REQUESTS-

You have the right to request documents we relied upon in reaching our determination. You may request such documents or receive further assistance by contacting the Customer Service Department at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time or by mail at P.O. Box 3489, Anaheim, CA 92803.

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**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT**

Hillsborough Superior Court Northern District
300 Chestnut Street
Manchester NH 03101

Telephone: 1-855-212-1234
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

SUMMONS IN A CIVIL ACTION

Case Name: **Sasha Wenzel, et al v National Creditors Connection, Inc., et al**
Case Number: **216-2016-CV-00647**

Date Complaint Filed: September 14, 2016

A Complaint has been filed against Carrington Mortgage Services; National Creditors Connection, Inc. in this Court. A copy of the Complaint is attached.

The Court ORDERS that ON OR BEFORE:

October 30, 2016

Eric Daneault; Sasha Wenzel shall have this Summons and the attached Complaint served upon Carrington Mortgage Services; National Creditors Connection, Inc. by in hand or by leaving a copy at his/her abode, or by such other service as is allowed by law.

November 20, 2016

Eric Daneault; Sasha Wenzel shall file the return(s) of service with this Court. Failure to do so may result in this action being dismissed without further notice.

30 days after Defendant is served

Carrington Mortgage Services; National Creditors Connection, Inc. must file an Appearance and Answer or other responsive pleading form with this Court. A copy of the Appearance and Answer or other responsive pleading must be sent to the party listed below and any other party who has filed an Appearance in this matter.

Notice to Carrington Mortgage Services; National Creditors Connection, Inc.: If you do not comply with these requirements you will be considered in default and the Court may issue orders that affect you without your input.

Send copies to:

Keith A. Mathews, ESQ

Associated Attorneys of New England
587 Union Street
Manchester NH 03104

BY ORDER OF THE COURT

September 15, 2016

W. Michael Scanlon
Clerk of Court

(375)